July 1, 2026

Via ECFS and ICFS

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
45 L Street, NE
Washington, D.C. 20554

Re: Third Supplement: Joint Application for Consent to Transfer Control of Domestic and International Section 214 Authority

ICFS File No. ITC-T/C-20260701-00193
ICFS File No. ITC-T/C-20260304-00065
WC Docket No. 26-56

Dear Ms. Dortch:

DigitalBridge Group, Inc. ("DigitalBridge") and Duncan Holdco LLC ("Duncan," and together with DigitalBridge, the "Applicants") submit this letter to further supplement the above-referenced Joint Application[1] to reflect the Commission's approval of the transfer of control of IFB AssetCo LLC, and its international section 214 authority, from Crown Castle Operating Company to Fiber FinCo, LLC, as part of the Zayo/Crown Transaction.[2]

As explained in the Joint Application, indirect control of the domestic and international section 214 holders involved in the Zayo/Crown Transaction ultimately will transfer to Duncan – and thus to SoftBank Group Corp. as the ultimate corporate parent of Duncan – upon consummation of the Proposed Transaction. In a filing dated May 1, 2026, Applicants supplemented the Joint Application to reflect Crown Castle's *pro forma* transfer of Crown Castle Fiber LLC's international section 214 authority to IFB AssetCo LLC instead of Fiber NewCo, LLC as part of the Zayo/Crown transaction.

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[1] *See Joint Application for Transfer of Control of Domestic and International Section 214 Authorization Holders*, WC Docket No. 26-56, ICFS File No. ITC-T/C-20260304-00065 (filed Mar. 5, 2026) (the "Joint Application"). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Joint Application. The Joint Application was accepted for filing on June 25, 2026. *Streamlined International Applications Accepted for Filing*, Public Notice, DA 26-637 at 2.

[2] *See Domestic Section 214 Application Granted for the Transfer of Control of Certain Subsidiaries of Crown Castle Operating Company to Fiber FinCo, an Indirect Subsidiary of EQT AB and DigitalBridge Group, Inc.*, Public Notice, DA 26-405 at 3 (WCB Apr. 24, 2026) (citing Letter from Russell M. Blau, *et al.*, Counsel to Applicants, to Marlene H. Dortch, FCC, WC Docket No. 25-174 and ICFS File No. ITC-ASG-20250515-00046 (filed Apr. 17, 2026)).

On June 23, 2026, the Commission approved the transfer of control of IFB AssetCo to Front Range Intermediate, Inc. ("Zayo Parent"),[3] indirect control of which will transfer from DigitalBridge to Duncan upon consummation of the Proposed Transaction. Accordingly, Applicants are submitting an additional Joint Application in ICFS to reflect the pending indirect transfer of control of IFB AssetCo from DigitalBridge to Duncan, consistent with the pending Joint Application.[4] The ICFS form includes the following attachments:

- **Attachment 1**: The original attachment to the March 5, 2026 Joint Application.
- **Attachment 2**: The supplement dated May 1, 2026.
- **Attachment 3**: Supplemental pages for Exhibit B to the Joint Application showing the pre- and post-transaction ownership structure of IFB AssetCo. These pages replace Chart 5 and Chart 14 of the Joint Application, respectively.
- **Attachment 4**: Applicants' Supplement regarding their commitments to abide by the terms of the Letter of Agreement ("LOA") executed on May 22, 2026, by Front Range Intermediate, Inc. and its subsidiaries, including Fiber FinCo, LLC.
- **Attachment 5**: Letter from the U.S. Department of Justice confirming that the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (the "Committee") does not believe referral of the Joint Application for Committee review is necessary.

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[3] *See International Authorizations Granted*, Public Notice, DA 26-626 at 2, 6-8 (OIA June 25, 2026).

[4] *See* Joint Application at 3.

Should you have any questions concerning this supplement, please contact the undersigned.

Respectfully submitted,

Duncan Holdco LLC

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Attachment 1

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of the Joint Application of **DigitalBridge Group, Inc.,** *Transferor* **Fiber AssetCo LLC,** **Fiber AssetCo-CA LLC,** **Fiber NewCo LLC,** **Zayo Group, LLC,** **Zayo Network Services, LLC,** **Zayo Education, LLC,** **ENA Healthcare Services, LLC,** *Licensees* and **Duncan Holdco LLC,** *Transferee* for Grant of Authority Pursuant to Section 214 of the Communications Act of 1934, as amended, and Sections 63.04 and 63.24 of the Commission's Rules to Transfer Control of Domestic and International Section 214 Authorization Holders	)	WC Docket No. 26-______ ITC-T/C-2026-__________

JOINT APPLICATION FOR TRANSFER OF CONTROL
OF DOMESTIC AND INTERNATIONAL SECTION 214 AUTHORIZATION HOLDERS

Pursuant to Section 214 of the Communications Act of 1934, as amended (the "Act"), 47 U.S.C. § 214, and Sections 63.04 and 63.24 of the Commission's Rules, 47 C.F.R. §§ 63.04 and 63.24, DigitalBridge Group, Inc. ("DigitalBridge" or "Transferor"); Fiber AssetCo LLC; Fiber AssetCo-CA LLC; Fiber NewCo LLC (together with Fiber AssetCo LLC and Fiber AssetCo-CA LLC the "Zayo/Crown Licensees"); Zayo Group, LLC; Zayo Network Services, LLC; Zayo Education, LLC; and ENA Healthcare Services, LLC (Zayo Group, LLC; Zayo Network Services, LLC; Zayo Education, LLC; and ENA Healthcare Services LLC together the "Zayo Licensees") (collectively the Zayo/Crown Licensees and the Zayo Licensees, the "Licensees" and together with

Front Range Intermediate, Inc., "Zayo"); and Duncan Holdco LLC ("Duncan" or "Transferee") (collectively the "Applicants") hereby request Commission consent to the transfer of control of the Licensees as holders of domestic and international Section 214 authority, as applicable. The transaction that is the subject of this Joint Application, as described below, results from Duncan's acquisition of a controlling interest in DigitalBridge, which will result in the indirect transfer of control of Licensees' domestic and international Section 214 authorizations to Duncan and its indirect parent company SoftBank Group Corp. ("SoftBank") (the "Proposed Transaction").

In accordance with the requirements of Sections 63.04(a) and 63.24 of the Commission's Rules the Applicants respectfully submit the following information in support of this Joint Application.

I. Description of the Applicants

A. Transferor — DigitalBridge Group Inc. ("DigitalBridge")

DigitalBridge is an investment firm headquartered in Florida. Shares of common stock of DigitalBridge are currently traded on the New York Stock Exchange ("NYSE") under the ticker symbol DBRG and are widely held. DigitalBridge is an asset management firm managing investment vehicles that invest globally in digital infrastructure across five key verticals: data centers, cell towers, fiber networks, small cells, and edge infrastructure. DigitalBridge manages approximately $108 billion on behalf of its shareholders as well as the limited partners ("LPs") in its investment fund vehicles and is focused on identifying differentiated investment opportunities within digital infrastructure around the world. Each DigitalBridge investment vehicle general partner ("GP") typically holds a *de minimis* GP equity interest in the fund vehicle it manages (and thus also in the underlying portfolio companies), while exercising control over the fund and its investment decisions.

The Commission approved a transaction on February 6, 2020,[1] which closed on March 9, 2020, wherein Front Range Intermediate, Inc. ("Zayo Parent"), became the indirect parent of the Zayo Licensees. Further, pursuant to a transaction pending before the Commission in WC Docket No. 25-174 and ICFS File No. ITC-ASG-20250515-00046, wherein the Commission is currently reviewing the transfer of control of international and domestic Section 214 authority held by Crown Castle Fiber LLC to Fiber NewCo LLC and Fiber AssetCo LLC, respectively, (the "Zayo/Crown Transaction"),[2] and, upon consummation of the Zayo/Crown Transaction, the Zayo/Crown Licensees will become indirect subsidiaries of Zayo Parent. For the purposes of this Joint Application, as the Proposed Transaction will not close until after the consummation of the Zayo/Crown Transaction, the Applicants respectfully request that the Commission approve both the transfer of control of the currently controlled Zayo Licensees, and the Zayo/Crown Licensees as though the transaction in WC Docket No. 25-174 and ICFS File No. ITC-ASG-20250515-00046 have closed. As such, the Zayo Licensees are, and the Zayo/Crown Licensees will be, ultimately owned as follows.[3]

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[1] Public Notice, *Applications Granted for the Transfer of Control of Zayo Group, LLC, Electric Lightwave, LLC, and Allstream Business US, LLC From Zayo Group Holdings, Inc. to Front Range Topco, Inc.*, WC Docket No. 19-166, DA 20-135 (Feb. 6, 2020). This approval resulted in the following Zayo Licensees being controlled by Zayo Group, LLC: Zayo Network Services, LLC; Zayo Education, LLC; and ENA Healthcare Services, LLC.

[2] For additional details, please see: Public Notice, *Non Streamlined International Applications/Petitions Accepted For Filing Section 214 Applications*, ITC-ASG-20250515-00046, DA 25-747 (Aug. 22, 2025); Public Notice, *Domestic Section 214 Application Filed for the Transfer of Control of Certain Subsidiaries of Crown Castle Operating Company to Fiber Finco, an Indirect Subsidiary of EQT AB and DigitalBridge Group, Inc.*, WC Docket No. 25-174, DA 25-750 (Aug. 22, 2025).

[3] Accordingly, as soon as possible after consummation of the Zayo/Crown Transaction and the reflection of such consummation in ICFS, the Applicants will be filing in ICFS the required form for the transfer of control of Fiber NewCo LLC's international Section 214 authorization to Duncan. The Applicants also plan to supplement this application, to the extent needed, to clarify that the ICFS form has been submitted.

Zayo Parent, the indirect parent of the Zayo Licensees and soon the indirect parent of the Zayo/Crown Licensees, was created to aggregate the ownership of various investment and co-investment vehicles ultimately managed by: (i) affiliates of EQT AB ("EQT"), a Swedish investment firm, and (ii) affiliates of DigitalBridge. Zayo Parent, through several intermediate U.S.-organized holding companies, is indirectly wholly owned by Front Range JV, LP ("JV LP"), a Delaware limited partnership. JV LP's equity and voting interests are held by U.S. and foreign investment entities ultimately controlled by EQT and DigitalBridge. The general partner of JV LP is Front Range JV GP, LLC ("JV GP"), a Delaware limited liability company. EQT and DigitalBridge each exercise negative control over Zayo Parent through the Board of Managers of JV GP. The EQT Infrastructure IV Fund ("EQT Fund") and DigitalBridge, through DigitalBridge Partners (DE AIV), LP and DigitalBridge Partners (DE AIV II), LP (the "DBP LPs"), along with their respective co-investors, each hold approximately 45.2% of Zayo's equity. FMR, LLC (Fidelity"), a Delaware entity, holds approximately 7.6% of Zayo's equity. The remaining equity (approximately 1.8%) is held by current and former members of Zayo's management team.

Control over JV LP, and thus Zayo, is exercised through the Board of Managers of JV GP, which has thirteen members, with four members nominated each by EQT and DigitalBridge, one member nominated by Fidelity, one member, an independent non-executive Board Chair, chosen by consensus between DigitalBridge and EQT, two members nominated jointly by EQT and DigitalBridge, and the thirteenth member being the Chief Executive Officer. The Board Chair has a casting vote in the event of a tie vote among the Board.

Further details regarding the current indirect ownership of Zayo are set forth in **Exhibit A** and in ownership charts in **Exhibit B**. More information regarding DigitalBridge is available at www.digitalbridge.com.

B. Transferee – Duncan Holdco LLC ("Duncan")

Duncan, a Delaware limited liability company and an indirect wholly owned subsidiary of SoftBank, is a vehicle established for SoftBank investments in the United States. Duncan is a holding company with no independent operations of its own. Duncan's investment in DigitalBridge will be held indirectly through two intermediate entities, Duncan Holdco II LLC ("Duncan II"), and Duncan II's wholly owned subsidiary, Duncan Holdco III LLC ("Duncan III"). Duncan II and Duncan III, like Duncan, are Delaware limited liability companies established for SoftBank investments in the United States that have no independent operations of their own.

SoftBank, a publicly traded Japanese corporation (*Kabushiki Kaisha*), is a leading technology investor with broad investment in AI infrastructure, with which the Proposed Transaction aligns. SoftBank and its affiliates have invested over $150 billion in nearly 300 U.S. technology companies since 2017. As discussed in **Exhibit A**, attached, SoftBank's largest individual shareholder is Masayoshi Son, a citizen of Japan. SoftBank, Mr. Son, and many of SoftBank's various subsidiaries, including SoftBank Corp., its Japan-based telecommunications subsidiary, are well known to the Commission.[4]

C. Zayo Licensees

As noted in Section I.A, *supra*, the applications for Zayo to acquire the Zayo/Cown Licensees remain pending before the Commission; however, for the purposes of this Joint Application, the Applicants respectfully request that the Commission assess the Proposed

[4] *See, e.g.*, Declaratory Ruling, *In re Univision Holdings II, Inc.*, MB Docket No. 21-321, DA 22-74 (MB Jan. 21, 2022); Memorandum Opinion and Order, Declaratory Ruling, and Order of Proposed Modification, *In re the Applications of T-Mobile US, Inc., and Sprint Corporation, for Consent to Transfer Control of Licenses and Authorizations*, WT Docket No. 18-197, FCC 19-103 (Nov. 5, 2019).

Transaction to include both the Zayo Licensee and the Zayo/Crown Licensees as it is expected that the Zayo/Crown transaction will close considerably before the close of the Proposed Transaction.

The Licensees are (or will become) operating subsidiaries of Zayo Parent, a diversified communications service provider holding company with corporate headquarters in Denver, Colorado. Through its operating subsidiaries, including the Licensees, Zayo is a leading U.S. provider of bandwidth infrastructure and interconnection services over regional and metropolitan fiber networks. These services enable customers to manage, operate, and scale their telecommunications and data networks. Zayo customers consist primarily of wireless service providers, national and regional communications service providers, media, Internet, and content companies, government agencies, banks, and other bandwidth-intensive enterprises.

Zayo Parent does not provide any services and holds no Commission or state PUC authorizations to provide telecommunications services. Collectively, the Licensees are authorized to provide competitive local exchange, competitive access, and/or interexchange services in the District of Columbia and every U.S. state except Alaska. Certain Licensees, detailed below, are also authorized by the Commission to provide domestic (interstate) and international telecommunications services in addition to certain point-to-point wireless services. More information about Zayo can be found on Zayo's website at www.zayo.com.

1. The Zayo Licensees

a. Zayo Group, LLC

Zayo Group, LLC is a Delaware limited liability company that is authorized to provide competitive local exchange, competitive access, and/or interexchange services in the District of Columbia and every U.S. state except Alaska. Zayo Group, LLC is also authorized by the Commission to provide domestic (interstate) and international telecommunications services in addition to certain point-to-point wireless services.

b. Zayo Network Services, LLC

Zayo Network Services, LLC (f/k/a Zayo Northeast, LLC) is a Delaware limited liability company and is authorized to provide competitive local exchange, competitive access, and/or interexchange services in the District of Columbia and every state except Alaska, Arizona, and California. Zayo Network Services, LLC also has pending applications for authorization to provide intrastate telecommunications services in Arizona and California.

c. Zayo Education, LLC

Zayo Education, LLC is a Delaware limited liability company and is authorized to provide competitive local exchange, competitive access, and/or interexchange services in Florida, Indiana, and Tennessee.

d. ENA Healthcare Services, LLC

ENA Healthcare Services, LLC is a Delaware limited liability company and is authorized to provide competitive local exchange, competitive access, and/or interexchange services in the following jurisdictions: Arizona, Arkansas, California, Colorado, Georgia, Indiana, Kansas, Minnesota, Missouri, New Mexico, Oklahoma, Oregon, Texas, Utah, Washington, and West Virginia.

2. The Zayo/Crown Licensees

a. Fiber AssetCo LLC and Fiber AssetCo-CA LLC

Fiber AssetCo LLC is a Delaware limited liability company that holds authority to provide competitive local exchange, competitive access, and/or interexchange services in the District of Columbia and every U.S. state except Alaska, Arizona and California. Fiber AssetCo LLC has an application for such authority pending in the state of Arizona. Fiber AssetCo LLC will become an indirect subsidiary of Zayo Parent upon Commission approval of the application in WC Docket No. 25-174 and consummation of the Zayo/Crown Transaction.

Fiber AssetCo-CA LLC is a Delaware limited liability company and also a subsidiary of Fiber NewCo that will likewise become an indirect subsidiary of Zayo Parent upon Commission approval of the application in WC Docket No. 25-174 and consummation of the Zayo/Crown Transaction. Fiber AssetCo-CA LLC holds authority to provide competitive local exchange, competitive access, and/or interexchange services in California.

b. Fiber NewCo LLC

Fiber NewCo LLC is a Delaware limited liability company that will be authorized by the Commission to provide Global or Limited Global Facilities-Based and Resale Service pursuant to an international Section 214 authorization originally granted in ICFS File No. ITC-214-20001128-00698. This Section 214 authorization is currently held by Crown Castle Fiber, LLC. Fiber NewCo LLC will become an indirect subsidiary of Zayo Parent once the Commission grants the application in ICFS File No. ITC-ASG-20250515-00046 and the Zayo/Crown Transaction closes.

II. Description of the Transaction

On December 29, 2025, DigitalBridge, its operating subsidiary DigitalBridge Operating Company, LLC ("DBOC"), Duncan, Duncan Sub I Inc. ("Merger Sub I"), and Duncan Sub II LLC ("Merger Sub II") entered into an Agreement and Plan of Merger (the "Agreement") pursuant to which Duncan will indirectly acquire a controlling interest in DigitalBridge and DBOC, through two coordinated reverse subsidiary mergers, with each target entity surviving the applicable merger. At closing, Merger Sub I, an indirect subsidiary of Duncan,[5] will merge with and into DigitalBridge, with DigitalBridge surviving as a majority-owned, indirect subsidiary of Duncan.

[5] As noted above, Duncan's interest in Merger Sub I and Merger Sub II will be held through two intermediate entities, Duncan II and Duncan III. The post-Transaction corporate ownership structure provided in **Exhibit B** illustrates the relationship between Duncan, Duncan II, and Duncan III, and the expected post-Transaction upstream ownership and control chain of DigitalBridge.

Immediately following the first merger, Merger Sub II, a subsidiary of Merger Sub I, will merge with and into DBOC, with DBOC surviving as a direct subsidiary of DigitalBridge. As a result of these mergers, each of DigitalBridge and DBOC will become indirect subsidiaries of SoftBank. As discussed in Section III, below, after the closing of the Proposed Transaction, SoftBank anticipates that DigitalBridge will continue to operate as a separately managed platform.

The Applicants expect to close the Proposed Transaction in the second half of 2026, after the satisfaction of customary conditions, including the receipt of required regulatory approvals, including Commission approval. Effective immediately following the closing, the board of DigitalBridge is expected to be composed of seven (7) directors: two (2) members from the DigitalBridge executive team (Marc Ganzi, current and post-closing Chief Executive Officer, and Benjamin Jenkins, current President and Chief Investment Officer), one (1) director nominated by Messrs. Ganzi and Jenkins (and acceptable to SoftBank), and four (4) directors appointed by SoftBank.

The Proposed Transaction will not impact the ownership of Zayo as previously approved by the Commission. DigitalBridge and EQT will each continue to hold an approximate 45.2% interest indirectly in Zayo and will each continue to have negative control of Zayo, while Fidelity will continue to hold an approximate 7.6% interest indirectly in Zayo. Nor will the transaction change DigitalBridge's interest in JV GP or the GP entities ultimately owned by DigitalBridge. Although the ultimate ownership of DigitalBridge will change as its shares will no longer be traded publicly on the NYSE, the Proposed Transaction will not change DigitalBridge's indirect ownership interest in Zayo Parent or the Licensees, nor will it result in any change to the board that oversees Zayo Parent. Zayo Parent will continue to be operated by its dedicated management team and the Proposed Transaction is not expected to result in any changes to Zayo Parent or the Licensees' operations.

Diagrams depicting the pre- and post-Proposed Transaction corporate ownership structures are provided as **Exhibit B**.

III. Public Interest Statement

Under Section 214(a) of the Act, the Commission assesses whether the proposed transfer of control of Commission licenses and authorizations is consistent with the public interest, convenience, and necessity based on: "(1) whether the transaction would result in the violation of the Act or any other applicable statutory provision; (2) whether the transaction would result in a violation of Commission rules; (3) whether the transaction would substantially frustrate or impair the Commission's implementation or enforcement of the Act or interfere with the objectives of that and other statutes; and (4) whether the transaction promises to yield affirmative public interest benefits."[6]

Applicants respectfully submit that approval of the Proposed Transaction is consistent with the public interest as it will provide the Licensees with continued access to DigitalBridge's financial and operational expertise, supplemented by that of SoftBank, permitting the Licensees to continue to execute on the operational plan developed by DigitalBridge and EQT to support Zayo Parent's broadband-first growth strategies, including investments in and expansion of the company's fiber network.

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[6] *SBC Communications Inc. and BellSouth Corp. for Consent to Transfer of Control or Assignment of Licenses and Authorizations*, Memorandum Opinion and Order, 15 FCC Rcd 25459, 25464 ¶ 13 (WTB/IB 2000) (noting that the "Applicants bear the burden of demonstrating that…the predominant effect of the transaction will be to advance the public interest.").

As a general remark, the Proposed Transaction involves the acquisition of DigitalBridge as an investment firm, which manages its portfolio companies in accordance with the financial interests of its investors via its general partner entities. The Proposed Transaction is not expected to impact the operations of the portfolio companies managed by DigitalBridge. The Proposed Transaction is therefore expected to leave the continuity and quality of services offered by DigitalBridge's portfolio companies, including the Licensees, unaffected. More specifically, SoftBank and DigitalBridge currently have no plans to change operations or implement changes to the current governance structure, management, or personnel/headcount of the Licensees. Rather, SoftBank, as a renowned and financially capable Japanese investor, will evaluate options to promote and foster the operations of DigitalBridge from an economic, financial, technical and organizational capacity perspective.

SoftBank shares DigitalBridge's commitment to long-term investment and scaling digital infrastructure. SoftBank's vision, capital strength, and global network are expected to allow DigitalBridge to accelerate its business objectives with greater flexibility, invest with a longer-term horizon on behalf of its investors, and better serve the world's leading technology companies as they scale their AI ambitions.[7] Following closing, DigitalBridge is expected to operate as a separately managed asset management platform within the wider SoftBank Group and will continue to be led by CEO Marc Ganzi. Mr. Ganzi, as CEO of DigitalBridge, will continue to

[7] The Proposed Transaction supports SoftBank's overall strategy in relation to next-generation AI, which SoftBank believes rests on the development and convergence of physical AI, including compute and digital infrastructure. SoftBank believes that DigitalBridge's portfolio of companies active in digital infrastructure, including data centers, cell towers, fiber networks, and edge infrastructure, advances SoftBank's capabilities in support of its strategic vision and commitment to driving innovation, including in AI development, deployment, and AI infrastructure. DigitalBridge's deep sector expertise is expected to enhance SoftBank's ability to originate, scale, and finance the foundational infrastructure needed for next-generation AI services and applications.

determine the composition of the investment committees, only subject to SoftBank's reasonable approval.

Regarding Zayo specifically, the Proposed Transaction is not expected to have any adverse effects on customers and will not alter the manner of service delivery or billing. Moreover, the Licensees will continue to comply with existing contracts, as applicable, subject to change in the ordinary course of business and in accordance with applicable law. The Licensees will continue to be operated by highly experienced, well-qualified personnel. The existing management, operations, and customer-facing teams of the Licensees will continue to manage their day-to-day businesses following completion of the Proposed Transaction.

The Proposed Transaction will not adversely affect competition in any domestic telecommunications market as neither SoftBank nor any of its affiliates have domestic wireline services in markets that compete with the Licensees. Indeed, as discussed above, the Proposed Transaction is expected to support and supplement Zayo Parent's competitiveness as it faces robust competition from an array of competitors.

For all these reasons, Applicants respectfully submit that the Transaction is consistent with the public interest and request that the Commission approve this Joint Application without delay.

IV. Information Required by Section 63.24(e) of the Commission's Rules in Relation to Transfer of Control of International Section 214 Authority

Pursuant to Section 63.24(e)(2) of the Commission's Rules, 47 C.F.R. § 63.24(e)(2), Licensees and DigitalBridge submit the following information requested in Section 63.18(a)-(d) and (h)-(q) in support of this Joint Application with respect to the transfer of control of Licensees' international Section 214 authorizations:

A. Name, Address, Telephone Number, and Jurisdiction of Formation, 47 C.F.R. § 63.18(a)-(b)

Transferor:	DigitalBridge Group, Inc. 750 Park of Commerce Drive Suite 210 Boca Raton, FL 33487 Tel: 561-570-4644 FRN: 0032596983 DigitalBridge is a Maryland corporation.
Licensees:	Address for Licensees: 1401 Wynkoop Street Suite 500 Denver, Colorado 80202 Tel: 303-381-3239 FRNs: Fiber NewCo LLC - 0037009354 Zayo Group, LLC - 0016555849, 0020568333 Each of the Licensees is a Delaware limited liability company.
Transferee:	Duncan Holdco LLC 300 El Camino Real Menlo Park, CA 94025 Tel: 650-562-8100 FRN: 0037910809 Duncan is a Delaware limited liability company.

B. Name, title, post office address, and telephone number of official and any other contact point (Answer to Question 10), 47 C.F.R. § 63.18(c)

For Transferor and Licensees:

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C. Statement as to whether applicants have previously received authority under section 214, 47 C.F.R. § 63.18(d)

Licensees:

Zayo Group, LLC holds international Section 214 authorization to provide global or limited global-facilities based and resale service originally granted in ICFS File No. ITC-214-20091106-00475 on December 4, 2009. The Section 214 authorization was originally held by Zayo Bandwidth, LLC. Subsequently, in ICFS File No. ITC-ASG-20110729-00212 on June 30, 2011, the authorization was assigned to Zayo Group, LLC.

Fiber NewCo LLC will hold an international Section 214 authorization to provide global or limited global-facilities based and resale service pursuant to authority originally granted in ICFS File No. ITC-214-20001128-00698 on December 20, 2000. This Section 214 authorization is currently held by Crown Castle Fiber, LLC. Fiber NewCo LLC will become an indirect subsidiary of Zayo Parent upon Commission grant of the assignment application in ICFS File No. ITC-ASG-20250515-00046 and consummation of the Zayo/Crown Transaction.

Transferee:

Transferee does not hold any international Section 214 authorizations.[8]

D. Name, Address, Citizenship and Principal Business of Disclosable Interest Holders, 47 C.F.R. § 63.18(h)(1) – Answer to Question 11

Please see **Exhibit B** for information regarding the entities that, following the close of the Proposed Transaction, will hold directly or indirectly a ten percent or greater equity and/or voting interest, or a controlling interest, in Zayo Parent, and thus in the Licensees.

[8] Although Duncan itself does not hold international Section 214 authority, by virtue of SoftBank's ownership interest, Duncan is affiliated with hundreds of companies, some of which may have from time to time held Commission authorizations. SoftBank's investments are such that in many cases it lacks visibility as to the Commission authorizations certain of its subsidiaries and corporate affiliates may hold. To SoftBank's (and Duncan's) reasonable knowledge based on a best-efforts review of the Commission's records concerning the large number of SoftBank subsidiaries in which SoftBank holds a majority or controlling interest,

E. Interlocking Directorates with Foreign Carriers, 47 C.F.R. § 63.18(h)(3) – Answer to Question 12

The following directors and officers of Zayo Parent are also directors or officers of a foreign carrier:

Lauren Lantero: Ms. Lantero is a director and/or officer (Chief Legal Officer and Secretary) of the following entities:

- Zayo Canada Inc.
- Zayo Global Reach UK Limited
- Zayo Group (HK) Limited
- Zayo Group Australia Pty. Ltd.
- Zayo Group South Africa (Pty) Ltd.
- Zayo Infrastructure Mexico S. de R.L. de C.V.
- Zayo Japan KK
- Zayo Singapore Pte. Limited

Jeff Noto: Mr. Noto is a director of the following entity:

- Zayo Infrastructure Mexico S. de R.L. de C.V.

Steve Smith: Mr. Smith is a director of the following entities:

- NextDC

Robert Merkel: Mr. Merkel is a director and officer (Assistant Treasurer, unless otherwise noted) of the following entities:

- Zayo Canada Inc. (Treasurer)

SoftBank is aware of only one affiliate that holds an active international Section 214 authorization, as follows:

- SB Telecom America Corp. (f/k/a SoftBank Telecom America Corp. and Japan Telecom America, Inc.) holds international Section 214 authority granted in ICFS File Nos. ITC-214-19970307-00139, ITC-214-19970804-00461, and ITC-214-20040129-00035. However, SB Telecom America Corp., which provides broadband Internet access services and IP-based communications services, currently does not provide telecommunications services.

For the sake of completeness, SoftBank notes that its subsidiary SoftBank Corp. is a Commission licensee for the JUPITER submarine cable system (ICFS File No. SCL-LIC-20180517-00012), which has landing stations in Maruyama, Japan; Shima, Japan; Hermosa Beach, California; Cloverdale, Oregon; and Daet, the Philippines. SoftBank Corp. holds an approximate 10% equity interest in the JUPITER cable system. In addition, SoftBank Corp. holds an approximate 0.0196% ownership interest in the New Cross-Pacific ("NCP") submarine cable system (ICFS File No. SCL-LIC-20151104-00029). SoftBank Corp. also holds an attributable 11.76% interest in the licensee for the Australia-Japan Cable ("AJC") submarine cable system (ICFS File Nos. SCL-LIC-20000629-00025 and SCL-MOD-20020415-00050) but does not hold an interest in the capacity of the AJC system itself.

- Zayo Global Reach UK Limited
- Zayo Group (HK) Limited
- Zayo Group Australia Pty. Ltd.
- Zayo Group South Africa (Pty) Ltd.
- Zayo Japan KK
- Zayo Singapore Pte. Limited

Gabriela Torresani: Ms. Torresani is Assistant Secretary of the following entity:

- Zayo Canada Inc.

F. Narrative Description of Transaction and Public Interest Statement – Answer to Question 13

A description of the Transaction is provided in Section II, *supra*, and a public interest statement is provided in Section III, *supra*.

G. Foreign Carriers, 47 C.F.R. § 63.18(i) – Answer to Question 14

Zayo Group, LLC is a non-dominant foreign carrier in Canada by virtue of its Reseller Registration and Basic International Telecommunication Services ("BITS") License.

Fiber AssetCo LLC will be a non-dominant foreign carrier in Canada by virtue of the assignment of Crown Castle Fiber LLC's Reseller Registration and BITS License to Fiber AssetCo LLC as part of the Zayo/Crown Transaction.

Further, Zayo is affiliated with the foreign carriers identified in **Exhibit C** below.

H. Destination Countries and Foreign Carrier Affiliates, 47 C.F.R. § 63.18(j) – Answer to Question 15

Aside from the foreign carrier affiliates referenced in Section IV(G), *supra* (as identified in **Exhibit C**), Zayo certifies that it does not seek to provide international telecommunications services to any other destination country where: (i) Zayo Group, LLC or Fiber NewCo LLC is a foreign carrier; (ii) Zayo Group, LLC or Fiber NewCo LLC controls a foreign carrier; (iii) any entity that owns more than 25 percent of Zayo Group, LLC or Fiber NewCo LLC, or that controls Zayo Group, LLC or Fiber NewCo, controls a foreign carrier in that country; or (iv) two or more foreign carriers (or parties that control foreign carriers) own, in the aggregate, more than 25 percent of Zayo Group, LLC or Fiber NewCo LLC and are parties to, or the beneficiaries of, a contractual relation affecting the provision or marketing of international basic telecommunications services in the United States.

I. WTO Status of Destination Countries, 47 C.F.R. § 63.18(k) – Answer to Question 18

All the countries where Zayo has affiliates are members of the World Trade Organization ("WTO").

J. Classification of Foreign Carrier Affiliates as Dominant or Non-Dominant, C.F.R. §§ 63.18(m), 63.10 – Answer to Question 16

None of these foreign carriers is a monopoly provider in its respective country of operation and each lacks a 50 percent market share in the international transport and local access markets on the foreign end of the route. Accordingly, these foreign carriers lack sufficient market power on the foreign end of the international route to affect competition adversely in the U.S. market.

K. Certification of Agreement Not to Accept Special Concessions, 47 C.F.R. § 63.18(n)

Applicants certify that they have not agreed to accept special concessions directly or indirectly from a foreign carrier with respect to any U.S. international route where the foreign carrier possesses sufficient market power on the foreign end of the route to affect competition adversely in the U.S. market and will not enter into any such agreements in the future.

L. Certification Pursuant to Anti-Drug Abuse Act of 1988, 47 C.F.R. § 63.18(o)

Applicants certify that no party to the Joint Application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance.

M. Standard Questions Submitted to the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector, 47 C.F.R. § 63.18(p)

As discussed in Section VI, below, Applicants respectfully request that the Commission exercise its discretion and exempt this Joint Application from national security review by the Committee for the Assessment of Foreign Participation in the U.S. Telecommunications Services Sector (the "Committee"). However, consistent with the requirements of Section 63.18(p) of the Commission's rules, the Applicants nevertheless are submitting responses to the Commission's Standard Questions along with the filing of this Joint Application. The Applicants also are filing with the Committee a complete copy of this Joint Application.

N. Section 63.18(q) Certifications, 47 C.F.R. § 63.18(q)

The certifications required under Section 63.18(q) of the Commission's rules appear in the Verifications that immediately follow the signature page of this Joint Application. The Applicants designate the following individuals, each of whom is a U.S. citizen or lawful U.S. permanent resident, as points of contact in the United States for the execution of lawful requests and as agents for legal service of process:

For Transferor:

Geoffrey Goldschein
DIGITALBRIDGE GROUP, INC.
590 Madison Avenue, 34th Floor
New York, NY 10022
Tel: 646-585-6540
Geoffrey.Goldschein@digitalbridge.com

For the Zayo Licensees:

Lauren Lantero
ZAYO GROUP, LLC
1401 Wynkoop Street, Suite 500
Denver, CO 80202
Tel: 303-381-3239
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For Transferee:

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Director, Senior Counsel
SOFTBANK GROUP INTERNATIONAL
900 16th St. NW
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peter.komorowski@softbank.com

O. Streamlined Processing 47 C.F.R. § 63.18(r)

The Applicants respectfully request streamlined treatment for this Joint Application, pursuant to Section 63.12 of the Commission's rules. Please see Section VI, *infra*, for further details regarding this request.

P. Information Required by Section 63.04 of the Commission's Rules in Relation to Transfer of Control of Domestic Section 214 Authority

In support of this Joint Application, the Applicants respectfully submit the following information pursuant to Section 63.04 of the Commission's rules with regard to Duncan's acquisition of control of Licensees operations and domestic Section 214 authority:

1. Description of the Transaction, 47 C.F.R. § 63.04(a)(6)

A description of the proposed Transaction is provided in Section II, *supra*.

2. Description of the geographic areas in which the Transferor and Transferee (and their affiliates) offer domestic telecommunications service, and what services are provided in each area, 47 C.F.R. § 63.04(a)(7)

The respective services and operating areas of the Applicants and their affiliates are as described in Section I, *supra*. Further, as stated at above in Section III, *supra*, there is no geographical overlap between Duncan and the Licensees given that neither SoftBank nor any of its affiliates have domestic wireline services in markets that compete with the Licensees. Additionally, as explained in Section IV.C, *supra*, neither Duncan nor its 10% or greater owners hold a ten percent or greater equity or voting interest in any other domestic interstate telecommunications carrier other than as described in this Joint Application.

a. Areas and Services of the Zayo Licensees and Affiliates[9]

The Licensees provide high-capacity bandwidth infrastructure, telecommunications services, and interconnection services over regional and metropolitan fiber networks in the following areas:

- Zayo Group, LLC is authorized to provide competitive local exchange, competitive access, and/or interexchange services in the District of Columbia and every U.S. state except Alaska.
- Zayo Network Services, LLC (f/k/a Zayo Northeast, LLC) is authorized to provide competitive local exchange, competitive access, and/or interexchange services in the District of Columbia and every U.S. state except Alaska, Arizona and California.. Zayo Network Services, LLC also has pending applications for authorization to provide intrastate telecommunications services in Arizona and California.

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[9] As of this filing, separate DigitalBridge managed funds hold an interest in Everstream GLC Holding Company LLC, Debtor in Possession; Everstream Solutions LLC, Debtor in Possession; HRS Internet, LLC, Debtor in Possession; and Lynx Network Group, Inc., Debtor in Possession (collectively "Everstream"), which provide telecommunications and fiber services to mid-sized and large enterprise businesses in the Mid-Atlantic and MidWest. Everstream holds domestic 214 authorizations and both private and common carrier microwave licenses from the FCC. On May 28, 2025, Everstream commenced a voluntary Chapter 11 case in the U.S. Bankruptcy Court for the Southern District of Texas (the "Court"). On August 1, 2025, the Court approved the sale of Everstream to an unaffiliated buyer, Bluebird Fiber. Completion of the sale to Bluebird is targeted early in 2026, subject to final approval from the Bankruptcy Court. *See* Public Notice, *Domestic Section 214 Application Granted for the Acquisition of Certain Assets of Everstream Solutions LLC, Debtor-in Possession, Everstream GLC Holding Company, LLC, Lynx Network Group, Inc. Debtor-in Possession, and HRS Internet, LLC Debtor-in-Possession by Bluebird MidWest, LLC*, DA 25-978, WC Docket No. 25-245 (Nov. 21, 2025).

- Zayo Education Inc. (f/k/a Education Networks of America, Inc.) is authorized to provide interconnected Voice over Internet Protocol ("VoIP") in California and competitive local exchange and interexchange services in South Dakota.
- Zayo Education, LLC (f/k/a ENA Services, LLC) is authorized to provide competitive local exchange, competitive access, and/or interexchange services in Florida, Indiana, and Tennessee.
- ENA Healthcare Services, LLC is authorized to provide competitive local exchange, competitive access, and/or interexchange services in the following jurisdictions: Arizona, Arkansas, California, Colorado, Georgia, Indiana, Kansas, Minnesota, Missouri, New Mexico, Oklahoma, Oregon, Texas, Utah, Washington, and West Virginia.
- Fiber AssetCo LLC is authorized to provide competitive local exchange, competitive access, and/or interexchange services in the District of Columbia and every U.S. state except Alaska, Arizona and California. Fiber AssetCo LLC has applications for such authority pending in Arizona. Fiber AssetCo-CA LLC, also a subsidiary of Fiber NewCo, LLC has an application for authority to provide competitive local exchange, competitive access, and/or interexchange services pending in California.

WideOpenWest, Inc. ("WOW") an affiliate of the Zayo Licensees through common ownership by DigitalBridge, through its operating subsidiaries, provides intrastate and interstate telecommunications services, interconnected VoIP, broadband, video, and private carriage services to residential and business customers in Alabama, Florida, Georgia, Michigan, South Carolina, and Tennessee.

Lumos, an affiliate of Zayo through Zayo's indirect parent EQT, which shares negative control of Lumos pursuant to an application granted by the Commission on March 28, 2025,[10] through its operating subsidiaries, provides intrastate and interstate telecommunications services, interconnected VoIP, broadband, video and other services to residential and business customers.

- Lumos Telephone LLC is authorized as an incumbent local exchange carrier in rural exchanges in Virginia.
- Lumos Telephone of Botetourt LLC is authorized as an incumbent local exchange carrier in rural exchanges in Virginia.
- North State Telephone, LLC is authorized as an incumbent local exchange carrier in North Carolina.
- North State Communications Long Distance, LLC is authorized as a competitive local exchange carrier in North Carolina.
- North State Communications Advanced Services, LLC is authorized as a competitive local exchange carrier and interexchange carrier in North Carolina.
- Lumos Fiber of South Carolina, LLC is authorized as a competitive local exchange carrier in South Carolina.
- Lumos Fiber of Kentucky, LLC is authorized as a competitive local exchange carrier in Kentucky.

[10] *See* Public Notice, *Domestic Section 214 Application Granted for the Transfer of Control of Subsidiaries of the Lumos Fiber Entities to Trailblazer Holdco, LLC*, WC Docket No. 24-151, DA 25-283 (Mar. 28, 2025); Public Notice, *International Authorizations Granted, Section 214 Applications (47 CFR §§ 63.18, 63.24)*, ITC-ASG-20240515-00086, ITC-T/C-20240515-00085, DA 25-220 (Mar. 13, 2025).

- Lumos Fiber of Georgia, LLC is authorized as a competitive local exchange carrier in Georgia.
- Lumos Fiber of Ohio, LLC is authorized as a competitive local exchange carrier in Ohio.
- Lumos Fiber of Indiana, LLC is authorized as a competitive local exchange carrier in Indiana.
- Lumos Fiber of Florida, LLC is authorized as a competitive local exchange carrier in Florida.
- Lumos Fiber of Illinois, LLC is authorized as a competitive local exchange carrier in Illinois.
- Lumos Fiber of Alabama, LLC is authorized as a competitive local exchange carrier in Alabama.
- Lumos Fiber of West Virginia, LLC is authorized as a competitive local exchange carrier in West Virginia.

b. Areas and Services of Duncan and Affiliates

Duncan is a holding company and provides no telecommunications service. As discussed in Section IV.C, above, by virtue of SoftBank's ownership interest, Duncan is affiliated with various Commission licensees, none of which, to Duncan's reasonable knowledge based on a best-efforts review of the Commission's records concerning the large number of SoftBank subsidiaries in which SoftBank holds a majority or controlling interest, provides domestic interstate telecommunications service.

3. Statement as to how the Joint Application fits into one or more of the presumptive streamlined categories in Section 63.03 of the Commission's Rules or why it is otherwise appropriate for streamlined treatment, 47 C.F.R. § 63.04(a)(8)

The domestic Section 214 component of this Joint Application qualifies for presumptive streamlined processing pursuant to Section 63.03(b) of the Commission's rules. In particular, the Joint Application is eligible for presumptive streamlined processing under Section 63.03(b)(1) as the Transferee, Duncan, is not a telecommunications provider.

4. Identification of all other Commission applications related to the same transaction, 47 C.F.R. § 63.04(a)(9)

Applicants are also filing applications seeking Commission approval for the transfer of control of wireless licenses issued to Zayo Network Services, LLC and Fiber AssetCo, LLC.[11] Further, the pending renewal application for Zayo Group LLC's ownership interest in the AmeriCan-1 submarine cable landing license has been amended to address the Proposed Transaction.[12]

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[11] Zayo Network Services, LLC and Fiber AssetCo, LLC hold various private (i.e., non-common carrier) Microwave Public Safety Pool (MG) licenses. Zayo Network Services, LLC and its corporate parent Zayo Group, LLC previously held various Common Carrier Fixed Point-to-Point Microwave (CF) licenses, but each licensee has filed to cancel these licenses. As a result, the transfer of control applications that are or will be before the Wireless Telecommunications Bureau for a transfer of control of the Zayo Licensees involve private wireless licenses only.

[12] Zayo Group, LLC holds a submarine cable landing license for the AmeriCan-1 Cable granted in ICFS File No. SCL-LIC-19980123-00002 and modified in ICFS File No. SCL-MOD-19990901-00016. The renewal is pending in ICFS File No. SCL-RWL-20251203-00082. The cable is currently operated under Special Temporary Authority, which expires June 20, 2026. *See* ICFS File No. SCL-STA-20251125-00079. In support of the amendment to Zayo Group, LLC's pending renewal application (Letter from Catherine Wang and Leetal Weiss, Counsel for Zayo Group, LLC, to Marlene H. Dortch, Secretary, FCC, ICFS File No. SCL-RWL-20251203-00082 (filed Feb. 26, 2026)), Applicants have filed a letter with the Committee updating it on the Proposed Transaction. In addition, SoftBank has filed directly with the Committee its own responses to the Commission's Standard Questions for submarine cable landing license applications.

Pursuant to SoftBank's broader acquisition of DigitalBridge through Duncan, SoftBank, DigitalBridge, and their respective subsidiaries and affiliates have filed or anticipate filing separate applications for the Commission's consent to transfer control of various other Commission licensee subsidiaries in which DigitalBridge has a majority or controlling ownership interest.[13]

5. Statement of whether the Applicants are requesting special consideration because either party to the transaction is facing imminent business failure, 47 C.F.R. § 63.04 (a)(10)

Applicants are not requesting special consideration based on any imminent business failure.

6. Identification of any separately filed waiver requests being sought in conjunction with the transaction, 47 C.F.R. § 63.04 (a)(11)

No separately filed waiver requests are being sought in conjunction with the proposed Transaction.

7. Statement showing how grant of the Joint Application will serve the public interest, convenience and necessity, including any additional information that may be necessary to show the effect of the proposed transaction on competition in domestic markets, 47 C.F.R. § 63.04 (a)(12)

A public interest showing is provided in Section III, *supra*.

V. Universal Service Fund Information

Pursuant to the Commission's Public Notice, DA 22-436 (rel. April 19, 2022), Applicants provide the following Universal Service Fund ("USF") information:

A. USF High-Cost Support participation by Transferor, Transferee, and Affiliates:

1. **Transferor:** Transferor itself does not receive USF High-Cost Support; however, the below affiliates of Transferor, excluding the Licensees which are detailed separately below, receive USF High-Cost Support.

[13] *See* DigitalBridge Group, Inc., *et al.*, and Duncan Holdco LLC Joint Application for Transfer of Control of Domestic Section 214 Authorization Holders, WC Docket No. 26-40 (filed Feb. 18, 2026).

WOW:

- Knology of the Valley, Inc. (Connect America Fund Intercarrier Compensation Recovery (CAF ICC), Connect America Fund Broadband Loop Support (CAF BLS))
- Knology Total Communications, Inc. (CAF ICC, CAF BLS, High Cost Loop)

Lumos:

- Lumos Telephone of Botetourt, LLC (A-CAM, CAF-ICC)
- Lumos Telephone LLC (A-CAM, CAF-ICC)
- North State Telephone, LLC (A-CAM, CAF-ICC)

2. **Licensees:** The Licensees do not receive USF High-Cost Support.

3. **Transferee:** Not applicable. Neither Duncan nor its affiliates receive high-cost support.

B. Eligible Telecommunications Carrier (ETC) Status of Transferor, Transferee, and Affiliates:

1. **Transferor:** Transferor itself is not an ETC; however, the below affiliates of Transferor and Licensees, excluding the Licensees which are detailed separately below, are ETCs.

WOW:

- Knology of the Valley, Inc.
- Knology Total Communications, Inc.
- Knology of Florida, LLC (d/b/a Knology of Florida, Inc.)
- Valley Telephone Company, LLC

Lumos:

- Lumos Telephone of Botetourt, LLC is an ETC in Virginia, granted by the Virginia State Corporation Commission
- Lumos Telephone LLC is an ETC in Virginia, granted by the Virginia State Corporation Commission
- North State Telephone, LLC is an ETC in North Carolina, granted by the North Carolina Utilities Commission

2. **Licensees:** The Licensees are not ETCs.

3. **Transferee:** Not applicable. Neither Duncan nor its affiliates are ETCs.

C. Study Area Codes of Transferor, Transferee, and Affiliates

1. **Transferor:** Transferor itself does not have any Study Area Codes; however, the below affiliates of Transferor and Licensees, excluding the Licensees which are detailed separately below, have the following Study Area Codes.

   WOW:
   - Knology of the Valley, Inc. - 220371
   - Knology Total Communications, Inc. - 250295
   - Knology of Florida, LLC (d/b/a Knology of Florida, Inc.) - 219904
   - Valley Telephone Company, LLC - 220324

   Lumos:
   - Lumos Telephone of Botetourt, LLC - 190249
   - Lumos Telephone LLC - 190226
   - North State Telephone, LLC - 230491

2. **Licensees:** The Licensees do not have Study Area Codes.

3. **Transferee:** Not applicable. Neither Duncan nor its affiliates are ETCs and therefore they do not hold any Study Area Codes.

D. Transferor, Transferee, and Affiliates Participation in Lifeline

1. **Transferor:** Transferor itself does not participate in the Lifeline program; however, the below affiliates of Transferor and Licensees, excluding the Licensees which are detailed separately below, participate in the Lifeline program.

   WOW:
   - Knology of the Valley, Inc.
   - Knology Total Communications, Inc.
   - Knology of Florida, LLC (d/b/a Knology of Florida, Inc.)
   - Valley Telephone Company, LLC

   Lumos:
   - Lumos Telephone of Botetourt, LLC
   - Lumos Telephone LLC
   - North State Telephone, LLC

2. **Licensees:** The Licensees do not participate in the Lifeline program.

3. **Transferee:** Not applicable. Neither Duncan nor its affiliates participate in the Lifeline program.

With respect to the obligations of the affiliates of the Transferor and Licensees under the universal service programs identified above, Applicants submit that the Proposed Transaction will not result in any changes that would compromise the support recipients' ability to meet their service obligations under the universal service programs, as well as other responsibilities as an ETC designee or under the Commission's rules and the Communications Act, including changes in management, technology, debt, or other matters.

Transferor's and Licensees' affiliates receiving High-Cost support will remain responsible for meeting the public interest responsibilities and obligations associated with the receipt of High-Cost support, including all administrative, performance, and deployment obligations and deadlines associated with the Transferor's and Licensees' affiliates' receipt of support, regardless of any preexisting or reasonably foreseeable conditions that could impact any of these affiliates' abilities to meet their legal obligations, including any technical, marketplace, and on-the-ground conditions.

VI. National Security Review

Applicants respectfully request that the Commission exercise its discretion and exempt this Joint Application from national security review by the Committee. The Applicants qualify for the Commission's streamlined review procedures under 47 C.F.R. § 63.12 insofar as Zayo is not affiliated with a dominant foreign carrier in a destination market pursuant to 47 C.F.R. § 63.12(c)(1) and all affiliated destination markets are WTO members. While it is the case that, under 47 C.F.R. § 63.12(c)(3), Duncan is ultimately controlled by a non-U.S. entity, and that the Proposed Transaction would result in such non-U.S. entity holding a ten percent or greater direct or indirect equity or voting interest, or a controlling interest, in the Licensees, the Applicants respectfully request that the Commission exercise its discretion under 47 C.F.R. § 1.40001(a) to not refer this Joint Application to the Committee, and rather proceed with streamlined treatment.

The Commission has broad discretion to manage telecommunications policy and approach in the United States, and, indeed, the Commission's rules expressly reiterate and underscore this complete discretion over whether to refer applications to the Committee for review. As set forth in 47 CFR § 1.40001(a), "[t]he Commission, *in its discretion*, *may* refer applications…to the executive branch…" (emphasis added).

There are no specific and compelling national security, law enforcement, or other justifications to defer action in this instance. The Licensees holding international Section 214 authorization, which would be the triggering item for Committee referral, have *very* recently been subject to a fulsome review by the Committee in association with Zayo's acquisition of the fiber business of Crown Castle.[14] Further, the Licensees are, and have been, subject to Committee oversight under a mitigation agreement; namely, a Letter of Agreement ("LOA"), which was signed in 2020 between Zayo, the U.S. Department of Homeland Security ("DHS"), and the U.S. Department of Justice ("DOJ").[15]

As noted above, the Committee recently investigated the stewardship of the Licensees in relation to the transfer of control of Crown Castle's fiber business to Zayo, and in connection with that review, which has not yet concluded, Zayo is expected to execute a new LOA (the "Expected 2026 LOA") which Zayo expects will be filed with the Commission on or about Day 120 of the Committee's review period.[16]

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[14] *See* WC Docket No. 25-174.

[15] *See* Letter of Agreement between Zayo Group Holdings, Inc., *et al.*, the U.S. Department of Justice, and the U.S. Department of Homeland Security, WC Docket No. 19-166 (Jan. 21, 2020).

[16] Zayo originally expected to file this new LOA with the Commission on or about March 19, 2026, which was the original end date for the Committee's 120-day review period. *See* Letter from Jessica Campbell, Attorney Advisor, Foreign Investment Review Section, National Security Division, U.S. Department of Justice, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 25-174 (filed Nov. 19, 2025) ("The Committee shall complete its initial review of the Applications before the end of the 120-day initial review period, which begins on the date of this letter."). However, because of lapses in appropriations affecting a member of the Committee, the Committee has paused its review, which has extended the 120-day review period. *See* Letter from Christopher R. Clements, Deputy Chief, Telecommunications and Supply Chain, Foreign

Further, as detailed in Section II, *supra*, although the ultimate ownership of DigitalBridge will change as its shares will no longer be traded publicly on the NYSE, the Proposed Transaction will not change DigitalBridge's indirect ownership interest in Zayo Parent or the Licensees, nor will it result in any change to the board that oversees Zayo Parent. Zayo Parent will continue to be operated by its dedicated management team, and the Proposed Transaction is not expected to result in any changes to Zayo Parent or the Licensees' operations.

Zayo is committed to complying with its obligations under its existing LOA unless and until it is replaced, at which time Zayo commits to complying with its obligations under the Expected 2026 LOA. Zayo commits to such compliance after closing of the Proposed Transaction, and Duncan, through its ownership at SoftBank, has agreed to assume in conjunction with DigitalBridge any obligations applicable to the indirect ownership of Zayo under the Expected 2026 LOA. Thus, Zayo's current LOA and the Expected 2026 LOA to be executed in conjunction with the Committee's review of the Crown Castle transaction, as well as Zayo's ongoing compliance with each agreement, should allay any national security or law enforcement concerns. The obligations under the Expected 2026 LOA will continue to apply once the Commission approves the Proposed Transaction. Consistent with Applicants' request for exemption from review by the Committee, Applicants further request that the Commission condition grant of this Joint Application on Zayo's and SoftBank's (through Duncan) continued compliance with the obligations under the Expected 2026 LOA.

Investment Review Section, National Security Division U.S. Department of Justice, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 25-174 (filed Feb. 17, 2026). The Committee filed a similar lapse notice for the period of January 30, 2026, through February 3, 2026. *See* Letter from Christopher R. Clements, Deputy Chief, Telecommunications and Supply Chain, Foreign Investment Review Section, National Security Division U.S. Department of Justice, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 25-174 (filed Feb. 5, 2026).

The Commission, in its *Executive Branch Process Reform Order*,[17] excluded from referral "international section 214 applications where the applicant has an existing mitigation agreement, there are no new reportable foreign owners of the applicant since the effective date of the mitigation agreement, and the applicant agrees to continue to comply with the terms of that mitigation agreement." The Commission adopted this exclusion, finding such transactions presented a "low or minimal risk to national security, law enforcement, foreign policy, and trade policy concerns."[18] Applicants recognize that the Commission's rules do not specifically address the circumstances presented in this Application.

For the reasons stated above, however, Applicants contend that the underpinnings of the Commission's exclusion of certain international 214 applications from automatic referral to the Committee are equally applicable here. Non-referral is within the Commission's discretion and would be consistent with the Commission's policy as articulated in the *Executive Branch Process Reform Order* because (1) the Expected 2026 LOA is expected to be in place during the pendency of this Joint Application; (2) the Commission and the Committee will have been made aware of SoftBank's proposed indirect ownership of Zayo prior to the execution of the Expected 2026 LOA; and (3) SoftBank, through Duncan, has agreed to assume in conjunction with DigitalBridge any obligations under the Expected 2026 LOA that are applicable to the indirect ownership of Zayo. Applicants thus request that the Commission condition grant of this Application on Zayo's and SoftBank's continued compliance with the Expected 2026 LOA, which the Applicants will be filing with the Commission immediately upon execution.

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[17] *Process Reform for Executive Branch Review of Certain FCC Applications and Petitions Involving Foreign Ownership*, 35 FCC Rcd 10927, 10938 ¶ 30 (2020).

[18] *Id*.

Accordingly, the Commission should exercise its discretion not to refer this Joint Application to the Committee, as grant of the Joint Application presents no additional risk to national security, law enforcement, foreign policy, and trade policy or the like.

VII. Conclusion

For the foregoing reasons, the Applicants respectfully submit that the public interest, convenience, and necessity would be furthered by a grant of this Joint Application.

Respectfully submitted,

/s/Matthew S. DelNero

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Counsel for Transferor and Licensees

Dated: March 5, 2026

Exhibit A

Pre- and Post-Close Ownership of Licensees[18]

The entities disclosed below are those that do and will hold an interest (whether voting or equity) of ten percent (10%) or more of the Licensees as calculated pursuant to the Commission's ownership and attribution rules for wireline and international telecommunications carriers.[19]

1. Fiber AssetCo-CA LLC (**Licensee**)
   a. Jurisdiction of Formation: Delaware
   b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
   c. Principal business: Telecommunications Provider

2. Fiber Intermediate CA LLC
   a. Jurisdiction of Formation: Delaware
   b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
   c. Principal business: Holding company
   d. Interest Held: 100% (as sole member of Fiber AssetCo-CA LLC (#1)).

3. Fiber AssetCo LLC (**Licensee**)
   a. Jurisdiction of Formation: Delaware
   b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
   c. Principal business: Telecommunications Provider

4. Fiber NewCo LLC (**Licensee**)
   a. Jurisdiction of Formation: Delaware
   b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
   c. Principal business: Telecommunications Provider/Holding company
   d. Interest Held: 100% (as sole member of Fiber AssetCo LLC (#3) and Fiber Intermediate CA LLC (#2)).

5. Fiber FinCo, LLC
   a. Jurisdiction of Formation: Delaware
   b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
   c. Principal business: Holding company
   d. Interest Held: 100% (as sole member of Fiber NewCo LLC (#4)).

6. Fiber Guarantor, LLC
   a. Jurisdiction of Formation: Delaware

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[18] The following Pre- and Post-Close Ownership of Licensees assumes the closing of the Zayo/Crown Transaction.

[19] For purposes of calculating attributable interests, Applicants use the methodology set forth in 47 C.F.R. § 63.18(h).

b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal business: Holding company
d. Interest Held: 100% (as sole member of Fiber FinCo, LLC (#5)).

7. Fiber Intermediate Holdings, LLC
a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal business: Holding company
d. Interest Held: 100% (as sole member of Fiber Guarantor, LLC (#6)).

8. Fiber Holdings, LLC
a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal business: Holding company
d. Interest Held: 100% (as sole member of Fiber Intermediate Holdings, LLC (#7)).

9. Fiber Upper Holdings, LLC
a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal business: Holding company
d. Interest Held: 100% (as sole member of Fiber Holdings, LLC (#8)).

Fiber Upper Holdings, LLC (#9) is wholly owned by Front Range Intermediate, Inc. (#21) ("Zayo Parent"). Please see ownership above Zayo Parent.

10. ENA Healthcare Services, LLC (**Licensee**)
a. Jurisdiction of Formation: Delaware
b. Address: 618 Grassmere Park Drive, Suite 12 Nashville, TN 37211
c. Principal Business: Telecommunications Provider

11. Zayo Education, LLC (**Licensee**)
a. Jurisdiction of Formation: Delaware
b. Address: 618 Grassmere Park Drive, Suite 12 Nashville, TN 37211
c. Principal Business: Telecommunications Provider

12. Zayo Education, Inc.
a. Jurisdiction of Formation: Delaware
b. Address: 618 Grassmere Park Drive, Suite 12 Nashville, TN 37211
c. Principal Business: Holding Company
d. Interest Held: 100% equity and voting (directly as 100% owner of ENA Healthcare Services, LLC (#10) and Zayo Education, LLC (#11))

13. ENA Holding Corporation
a. Jurisdiction of Formation: Georgia
b. Address: 618 Grassmere Park Drive, Suite 12 Nashville, TN 37211
c. Principal Business: Holding Company

d. Interest Held: 100% equity and voting (indirectly as 100% owner of Zayo Education, Inc. (#12)).

14. Commodore Holdco, LLC

a. Jurisdiction of Formation: Delaware
b. Address: 618 Grassmere Park Drive, Suite 12 Nashville, TN 37211
c. Principal Business: Holding Company
d. Interest Held: 100% (as sole owner of ENA Holding Corporation (#13)).

Commodore Holdco, LLC is wholly owned by Zayo Group, LLC (#18). Please see ownership above Zayo Group, LLC.

15. Zayo Network Services, LLC (**Licensee**)

a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal Business: Telecommunications Provider

16. Zayo Issuer, LLC

a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal Business: Holding Company
d. Interest Held: 100% equity and voting (directly as 100% owner of Zayo Network Services, LLC (#15)).

17. Zayo Guarantor, LLC

a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal Business: Holding Company
d. Interest Held: 100% (as sole member of Zayo Issuer, LLC (#16).

18. Zayo Group, LLC (**Licensee**)

a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal Business: Telecommunications Provider
d. Interest Held: 100% (as sole member of Zayo Guarantor, LLC (#17) and Commodore Holdco, LLC (#14)).

19. Zayo Group Holdings, Inc.

a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202
c. Principal Business: Holding Company
d. Interest Held: 100% equity and voting (directly as 100% owner of Zayo Group, LLC (#18)).

20. Front Range TopCo, Inc.

a. Jurisdiction of Formation: Delaware
b. Address: 1401 Wynkoop Street, Suite 500, Denver, CO 80202

c. Principal Business: Holding Company
d. Interest Held: 100% equity and voting (indirectly as 100% owner of Zayo Group Holdings, Inc. (#19)).

21. Front Range Intermediate, Inc. ("Zayo Parent")
a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 100% equity and voting (indirectly as 100% owner of Front Range TopCo, Inc (#20) and Fiber Upper Holdings, LLC (#9)).

22. Front Range Intermediate Holdings, Inc.
a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 100% equity and voting (indirectly as 100% owner of Front Range Intermediate, Inc. (#21)).

23. FR TopCo, LLC
a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 100% equity and voting (indirectly as 100% owner of Front Range Intermediate Holdings, Inc. (#22)).

Details regarding the ownership information for Zayo Parent and its parents, intermediate parents, and ultimate owners is listed below.[20] Front Range Intermediate, Inc. is indirectly jointly owned by EQT AB ("EQT") and DigitalBridge Group, Inc. ("DigitalBridge"). The EQT Infrastructure IV Fund ("the EQT Fund") (including its coinvestors) and the DigitalBridge, through DigitalBridge Partners (DE AIV), LP and DigitalBridge Partners (DE AIV II), LP (together, the "DigitalBridge Fund") (including its coinvestors) each have approximately 45.2% of Zayo Group's, equity and FMR, LLC ("Fidelity") has approximately 7.6% of the equity. The remaining equity (approximately 1.8%) is held by current and former members of Zayo's management team.

The investors disclosed below are those that hold an interest (whether voting or equity) of ten percent (10%) or more of the entity immediately below in the chain of ownership.

24. Front Range JV, LP ("Front Range JV")
a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 100% equity and voting (indirectly as 100% owner of FR TopCo, LLC (#23)).

[20] Unless otherwise indicated, the ownership interests provided herein represent both equity and voting interests.

The following entities identified in items 25, 29, and 49 below each are a Limited Partner ("LP") of Front Range JV, and as a result upon closing the transaction are expected to hold a ten percent (10%) or greater indirect interest in Zayo Group.[21] These entities are intended to aggregate the investment capital that the LP investors (including co-investors) in the EQT Fund and DigitalBridge Fund, respectively, have contributed to the EQT Fund and/or DigitalBridge Fund.

EQT Fund

The EQT Fund, which closed in 2019, has received EUR 9 billion (approximately $10.1 billion) in capital commitments from its LP investors, including pension funds, banks, insurance companies, sovereign wealth funds and funds-of-funds. The LPs provide capital upon request (up to their maximum committed capital) for the investments made by the EQT Fund. Under the terms of the relevant partnership agreements, investments of capital by these LPs are passive investments and these LPs have no control over the day-to-day activities of the EQT Fund or its portfolio companies, including Zayo Group.

Investments by the EQT Fund are typically made through one or more US or Luxembourg limited partnerships, which act as aggregator vehicles for the multiple LPs and other investment arrangements, including co-investors, that comprise the EQT Fund, and such partnerships and arrangements are also managed by EQT Fund Management S.à r.l. Under the structure of the EQT Fund and consistent with European Union ("EU") regulations regarding investment fund management, day-to-day control and management of any portfolio acquisition would be indirectly exercised by the applicable fund manager, EQT Fund Management S.à r.l., through its position as the manager of the EQT Fund. EQT Fund Management S.à r.l. is ultimately controlled by EQT. Pursuant to this arrangement, EQT has the authority to appoint (and change) the board of EQT Fund Management S.à r.l.

The immediate controlling owners — the General Partners ("GPs")— of each of the limited partnerships comprising the EQT Fund (including co-investor vehicles) — EQT Infrastructure IV (GP) SCS (#56); EQT Infrastructure IV (General Partner) S.à r.l. (#57), EQT Saber Topside GP LLC (#55) and the Alternative Investment Fund Manager — EQT Fund Management S.à r.l. — are all directly or indirectly owned and controlled by EQT and its owners are identified below beginning with EQT Saber Topside GP LLC (#55) below. Information regarding each of these entities and their ownership are set forth below.

The DigitalBridge Fund

The DigitalBridge Fund is comprised of equity commitments from its passive LP investors, including co-investors. The DigitalBridge Fund has raised approximately $4.05 billion in capital. The DigitalBridge Fund has closed. Investors in the DigitalBridge Fund, as well as co-investors, participate in the Zayo Group's investment according to their respective interests in the DigitalBridge Fund as a whole (based on their commitment size). Similarly, under the terms of the

[21] Each of the entities listed in this section is itself a limited partnership or limited liability company, which has certain other members (the funds' respective LP investors and co-investors) that will not exercise any control over the entity. None of the LP investor and co-investor members have a 10% indirect ownership interest in Zayo Group.

relevant partnership agreements, investments of capital by these LPs are passive investments and these LPs have no control over the day-to-day activities of the DigitalBridge Fund or its portfolio companies, including Zayo Group.

A series of parallel limited partnerships aggregating the equity from the DigitalBridge Fund and its co-investors and the EQT Fund and its co-investors indirectly hold the equity in Zayo Group. The entities that hold a ten percent (10%) or greater interest in Zayo Parent through Front Range JV are:

25. Front Range REIT, LP

a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 56.02% equity / 56.02% deemed voting (indirectly as 56.02% limited partner of Front Range JV (#24)).

26. Front Range Parent, LP

a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 56.02% equity / 56.02% deemed voting (indirectly as sole limited partner of Front Range REIT, LP (#25)).

The GP of Front Range JV (#24), Front Range REIT, LP (#25) and Front Range Parent, LP (#26) is:

27. Front Range JV GP, LLC

a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 0% equity / 100% voting (indirectly as GP of Front Range JV (#24), Front Range REIT, LP (#25) and Front Range Parent, LP (#26)).

Control over Front Range JV, and thus Zayo Group is exercised through the Board of Managers of Front Range JV GP, LLC (#27) which has 13 members, with 4 members nominated each by EQT and DigitalBridge, 1 member nominated by Fidelity, 1 member, an independent non-executive Chairman, chosen by consensus between DigitalBridge and EQT, 2 members nominated jointly by EQT and DigitalBridge, and the 13th member is the Chief Executive Officer. The Board Chair has a casting vote in the event of a tie vote among the Board.

28. Impresa Fund V LLC

a. Jurisdiction of Formation: Delaware
b. Address of principal place of business: 255 State Street Boston, Massachusetts 02109
c. Principal Business: Investments
d. Interest Held: 7.67% equity (indirectly as 13.70% limited partner of Front Range Parent, LP (#26)) and less than 10% voting (as one member of 13-person Board of Managers of Front Range JV GP, LLC (#27)).

Impresa Fund V LLC is a private equity investment fund established to benefit employees of FMR, LLC and affiliates. FMR, LLC (which operates as Fidelity Investments®) is a U.S. financial services entity. Members of the Johnson family, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR, LLC, representing 49% of the voting power of FMR, LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940 (15 U.S.C. § 80a), to form a controlling group with respect to FMR, LLC.

A. DigitalBridge Fund Structure

The DigitalBridge Fund entities that are LPs of Front Range JV (#24):

29. DC Front Range Holdings-F, LP

a. Jurisdiction of Formation: Delaware
b. Address: 750 Park of Commerce Drive, Suite 210, Boca Raton, FL 33487
c. Principal Business: Investments
d. Interest Held: 17.38% equity / 0% voting (indirectly as 17.38% limited partner of Front Range JV (#24)).

The DigitalBridge Fund entity that is an LP of Front Range Parent, LP (#26) holding a ten percent (10%) or greater interest in Zayo Group is:

30. DC Front Range Holdings, LP

a. Jurisdiction of Formation: Delaware
b. Address: 750 Park of Commerce Drive, Suite 210, Boca Raton, FL 33487
c. Principal Business: Investments
d. Interest Held: 22.60% equity / 0% voting (indirectly as 40.34% limited partner of Front Range Parent, LP (#26)).

The DigitalBridge Fund entity that is a LP of DC Front Range Holdings, LP (#30) holding a ten percent (10%) or greater interest in Zayo Group is:

31. DC Front Range Holdings I, LP

a. Citizenship: Delaware
b. Address: 750 Park of Commerce Drive, Suite 210, Boca Raton, FL 33487
c. Principal business: Investments
d. Interest Held: 16.15% equity / 0% voting (indirectly as 71.48% limited partner of DC Front Range Holdings, LP (#30)).

No LP of DC Front Range Holdings I, LP (#31) holds a ten percent (10%) or greater interest in Zayo Group.

The GP of DC Front Range Holdings, LP (#30) is:

32. DC Front Range Holdings GP, LLC

a. Jurisdiction of Formation: Delaware
b. Address: 750 Park of Commerce Drive, Suite 210, Boca Raton, FL 33487
c. Principal Business: General Partner
d. Interest Held: 0% equity / 45% voting (indirectly as the General Partner of DC Front Range Holdings, LP (#30)).

The GP of DC Front Range Holdings-F, LP (#29) and DC Front Range Holdings I, LP (#31), and the sole member of DC Front Range Holdings GP, LLC (#32) is:

33. DC Front Range GP, LLC

a. Jurisdiction of Formation: Delaware
b. Address: 750 Park of Commerce Drive, Suite 210, Boca Raton, FL 33487
c. Principal Business: General Partner
d. Interest Held: 0% equity / 45% voting (as General Partner of DC Front Range Holdings-F, LP (#29), DC Front Range Holdings I, LP (#31) and sole member of DC Front Range Holdings GP, LLC (#32)).

The managing member of DC Front Range GP, LLC (#33) is:

34. DigitalBridge GP, LLC

a. Jurisdiction of Formation: Delaware
b. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487
c. Principal Business: General Partner
d. Interest Held: 0% equity / 45% voting (indirectly as 100% managing member of DC Front Range GP, LLC (#33)).

The following entities control ten percent (10%) or more of the Zayo Licensees indirectly through their membership interest in DigitalBridge GP, LLC (#34):

35. Name: DigitalBridge DCP I Carry, LLC

a. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as co-managing member of DigitalBridge GP, LLC (#34)).

36. Name: DigitalBridge DBP Holdco, LLC

a. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as co-managing member of DigitalBridge GP, LLC (#34)).

The following entity controls ten percent (10%) or more of the Zayo Licensees indirectly through its membership interest in DigitalBridge DCP I Carry, LLC (#35):

37. Name: DigitalBridge Digital IM Holdco, LLC

a. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as sole voting member of DigitalBridge DCP I Carry, LLC (#35)).

The following entity controls ten percent (10%) or more of the Zayo Licensees indirectly through its membership interest in DigitalBridge DBP Holdco, LLC (#36):

38. Name: Colony Capital Master GP, LLC

a. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as managing member of DigitalBridge DBP Holdco, LLC (#36)).

The following entity controls ten percent (10%) or more of the Zayo Licensees indirectly through its membership interest in DigitalBridge Digital IM Holdco, LLC (#37) and Colony Capital Master GP, LLC (#38):

39. Name: DigitalBridge Investment Holdco, LLC

a. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as sole member of DigitalBridge Digital IM Holdco, LLC (#37) and Colony Capital Master GP, LLC (#38)).

The following entity controls ten percent (10%) or more of the Zayo Licensees indirectly through its membership interest in DigitalBridge Investment Holdco, LLC (#39):

40. Name: DigitalBridge OP Subsidiary, LLC

a. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as sole member of DigitalBridge Investment Holdco, LLC (#39)).

The following entity controls ten percent (10%) or more of the Zayo Licensees indirectly through its membership interest in DigitalBridge OP Subsidiary, LLC (#40):

41. Name: DigitalBridge Operating Company, LLC

a. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487

b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as 100% owner of DigitalBridge OP Subsidiary, LLC (#40)).

The following entity controls ten percent (10%) or more of the Zayo Licensees indirectly through its membership interest in DigitalBridge Operating Company, LLC (#41):

42. Name: DigitalBridge Group, Inc.
a. Address: 750 Park of Commerce Drive, Suite 210 Boca Raton, FL 33487
b. Jurisdiction of Formation: Maryland
c. Principal Business: Investments
d. Interest Held: 0% equity / 43.65% voting (indirectly as 97% owner of DigitalBridge Operating Company, LLC (#41)).

DigitalBridge Group, Inc. (#42) is currently publicly traded (NYSE: DBRG). There are no 10% or greater owners of either equity or voting rights in DigitalBridge Group, Inc. The remaining approximate 3% ownership of DigitalBridge Operating Company, LLC (#41) is held by current and former executives of DigitalBridge Group, Inc. none of whom hold a 10% or greater interest in DigitalBridge Operating Company, LLC (#41) or Zayo Group.

Post-Proposed Transaction Ownership of DigitalBridge Group, Inc.

At closing of the Proposed Transaction, the following entities will hold ownership interests in DigitalBridge Group, Inc. (#42), that by virtue of such ownership under Commission rules would hold a 10% or greater interest in the Zayo Licensees. Please note that after the Proposed Transaction, DigitalBridge Group, Inc.'s (#42) interest in DigitalBridge Operating Company, LLC (#41) will increase from 97% to 100%.[22]

43. Name: Duncan HoldCo III LLC
a. Address: 300 El Camino Real, Menlo Park, CA 94025
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments

[22] Prior to or around the time of closing of the Proposed Transaction, a newly formed intermediary entity will be inserted between DigitalBridge Operating Company, LLC and Duncan Holdco III LLC (#43). This intermediate entity, which will be a wholly owned subsidiary of Duncan Holdco III LLC, will hold a direct ownership interest in DigitalBridge Operating Company, LLC (#41) of approximately 3% and, as a result, will not hold an attributable indirect equity or voting interest in the Licensees of ten percent or more. This intermediary entity therefore does not appear in the attached post-closing organizational chart.

d. Interest Held: 0% equity / 45% voting (indirectly as controlling shareholder[23] of DigitalBridge Group, Inc. (#42)[24])

44. Name: Duncan HoldCo II LLC

a. Address: 300 El Camino Real, Menlo Park, CA 94025
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as 100% owner of Duncan Holdco III LLC (#43))

45. Name: Duncan HoldCo LLC

a. Address: 300 El Camino Real, Menlo Park, CA 94025
b. Jurisdiction of Formation: Delaware
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as controlling member[25] of Duncan Holdco II LLC. (#44)).

46. SoftBank Group Overseas GK

a. Address: 1-7-1 Kaigan, Minato-ku, Tokyo, Tokyo 105-7537, Japan
b. Jurisdiction of Formation: Japan
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as 100% owner Duncan Holdco LLC (#45)).

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[23] Duncan Holdco III LLC is expected to hold a 100% voting interest and approximate 98% equity interest in DigitalBridge Group, Inc. The exact equity interest Duncan Holdco III LLC will hold in DigitalBridge Group, Inc. will not be determined until around the close of the Proposed Transaction.

[24] It is currently contemplated that a certain amount of equity awards and preferred shares in DigitalBridge Group, Inc. will remain outstanding following the Proposed Transaction. The aggregate equity interest in DigitalBridge Group, Inc. represented by these awards and preferred shares is expected to be less than 2%, and these interests will not confer voting rights. As a result, these ownership interests would not amount to an attributable indirect equity or voting interest in the Licensees of 10% or more. These interests therefore do not appear in the attached post-closing organizational chart and are provided for the sake of completeness only.

[25] Duncan Holdco LLC is expected to hold a controlling voting interest and approximate 95% equity interest in Duncan Holdco II LLC. The exact equity interest Duncan Holdco LLC will hold in Duncan Holdco II LLC will not be determined until around the close of the Proposed Transaction. Certain current and former members of the senior management of DigitalBridge Group, Inc. are expected to hold interests in Duncan Holdco II LLC at closing of the Proposed Transaction, but these interests will not in the aggregate amount to an attributable voting or equity interest in the Licensees of 10% or more. Likewise, no individual owner in this group will hold an attributable 10%-or-greater voting or equity interest in the Licensees. This group therefore does not appear in the attached post-closing organizational chart.

47. SoftBank Group Corp.

a. Address: 1-7-1 Kaigan, Minato-ku, Tokyo, Tokyo 105-7537, Japan
b. Jurisdiction of Formation: Japan
c. Principal Business: Investments
d. Interest Held: 0% equity / 45% voting (indirectly as 100% owner of SoftBank Group Overseas GK (#46)).

48. Masayoshi Son

a. Address: c/o Softbank Group Corp., 1-7-1 Kaigan, Minato-ku, Tokyo, Tokyo 105-7537, Japan
b. Citizenship: Japan
c. Principal Business: Investments
d. Interest Held: 0% equity / 13.48% voting (indirectly as approximately 29.95% direct shareholder of SoftBank Group Corp. (#47)).))[26]

SoftBank Group Corp. (#47) is a publicly traded Japanese corporation (*Kabushiki Kaisha*). Other than Mr. Masayoshi Son (#48), no individual shareholder in SoftBank Group Corp. holds an ownership interest in SoftBank Group Corp. that under the Commission's rules would result in that shareholder being deemed to hold a ten percent (10%) or more voting or equity interest in Zayo or the Licensees at the close of the Proposed Transaction.[27]

B. <u>EQT Fund Structure</u>

The following EQT Fund entity is an LP of Front Range JV (#24) and that holds a ten percent (10%) or greater interest in the Zayo Licensees:

49. EQT Saber Lower Aggregator 2, LP

a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 19.46% equity / 19.46% deemed voting (indirectly as 19.46% limited partner of Front Range JV (#24)).

The LP of EQT Saber Lower Aggregator 2, LP (#49) that holds a ten percent (10%) or greater interest in the Zayo Licensees is:

50. EQT Infrastructure IV Co-Investment (D) SCSp

a. Jurisdiction of Formation: Luxembourg

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[26] As of the date of this filing, Mr. Masayoshi Son directly owns 29.95% of the shares of SoftBank Group Corp. Mr. Masayoshi Son's interest in SoftBank Group Corp. fluctuates slightly over time.

[27] The largest shareholder interest in SoftBank Group Corp. after Mr. Masayoshi Son is 17.12%, which reflects shares held in a trust account at The Master Trust Bank of Japan, Ltd. (Address: c1-8-1 Akasaka, Minato-ku, Tokyo, Tokyo 107-8472, Japan; Jurisdiction of Formation: Japan; Principal Business: Investments) for various institutional investors.

b. Address: 26A Boulevard Royal L-2449 Luxembourg, Grand Duchy of Luxembourg, Grand Duchy of Luxembourg
c. Principal Business: Holding Company
d. Interest Held: 12.87% equity / 12.87% deemed voting (indirectly as 66.14% limited partner of EQT Saber Lower Aggregator 2, LP (#49)).

No LPs of EQT Infrastructure IV Co-Investment (D) SCSp (#50) indirectly hold a ten percent (10%) or greater interest in the Zayo Licensees.

The EQT Fund entity that is an LP of Front Range Parent, LP (#26) and that holds a ten percent (10%) or greater interest in the Zayo Licensees is:

51. EQT Saber Lower Aggregator 1 LP
a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 25.75% equity / 25.75% deemed voting (indirectly as 45.96% limited partner of Front Range Parent, LP (#26)).

The LP of EQT Saber Lower Aggregator 1 LP (#51) that holds a ten percent (10%) or greater interest in the Zayo Licensees is:

52. EQT Saber Upper Aggregator 1 LP
a. Jurisdiction of Formation: Delaware
b. Address: c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 16.76% equity / 16.76% deemed voting (indirectly as 65.10% limited partner of EQT Saber Lower Aggregator 1, LP (#51)).

The LP of EQT Saber Upper Aggregator 1 LP (#52) that holds a ten percent (10%) or greater interest in the Zayo Licensees is:

53. EQT Saber Side Car (No. 2) EUR LP
a. Jurisdiction of Formation: Delaware
b. c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: Holding Company
d. Interest Held: 10.22% equity / 10.22% deemed voting (indirectly as 61.00% limited partner of EQT Saber Upper Aggregator 1, LP (#52)).

The LP of EQT Saber Side Car (No. 2) EUR LP (#53) that holds a ten percent (10%) or greater interest in the Zayo Licensees is:

54. EQT Saber Side Car (No. 1) EUR SCSp[28]
a. Jurisdiction of Formation: Luxembourg

[28] A Luxembourg Société Commandite Simple Speciale ("SCSp") is most similar to a U.S. limited partnership.

b. Address: 26A Boulevard Royal L-2449 Luxembourg, Grand Duchy of Luxembourg, Grand Duchy of Luxembourg
c. Interest Held: 10.12% equity / 10.12% deemed voting (indirectly as 98.98% limited partner of EQT Saber Side Car (No. 2) EUR LP (#53)).

The GP of EQT Saber Lower Aggregator 2 LP (#49); EQT Saber Lower Aggregator 1 LP (#51); EQT Saber Upper Aggregator 1 LP (#52); and EQT Saber Side Car (No. 2) EUR LP (#53) is:

55. EQT Saber Topside GP LLC
a. Jurisdiction of Formation: Delaware
b. c/o EQT Partners, Inc., 245 Park Ave., 34th Floor, New York, NY 10167
c. Principal Business: General Partner
d. Interest Held: 0% equity / 45% voting (indirectly as General Partner of EQT Saber Lower Aggregator 2 LP (#49); EQT Saber Lower Aggregator 1 LP (#51); EQT Saber Upper Aggregator 1 LP (#52); EQT Saber Side Car (No. 2) EUR LP (#53)).

The GP of EQT Saber Side Car (No. 1) EUR SCSp (#54) is:

56. EQT Infrastructure IV (GP) SCS[29]
a. Jurisdiction of Formation: Luxembourg
b. Address: 26A Boulevard Royal L-2449 Luxembourg, Grand Duchy of Luxembourg
c. Principal Business: General Partner
d. Interest Held: 0% equity / 45% voting (indirectly as General Partner of EQT Saber Side Car (No. 1) EUR SCSp (#54)).

The GP of EQT Infrastructure IV (GP) SCS (#56) is:

57. EQT Infrastructure IV (General Partner), S.à r.l.
a. Jurisdiction of Formation: Luxembourg
b. Address: 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, Grand-Duchy of Luxembourg
c. Principal Business: General Partner
d. Interest Held: 0% equity / 45% voting (indirectly as General Partner of EQT Infrastructure IV (GP) SCS (#56)).

The sole LP of EQT Infrastructure IV (GP) SCS (#56) is:

58. EQT Holdings Infrastructure IV Coöperatief U.A.[30]
a. Jurisdiction of Formation: Netherlands
b. Address: Cornelis Schuytstraat 74; 1071JL Amsterdam; Netherlands
c. Principal Business: Investment Holding Vehicle

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[29] A Luxembourg Société en Commandite Simple ("SCS") is most similar to a U.S. limited partnership.

[30] A U.A. entity is a Dutch cooperative association of members.

d. Interest Held: 0% equity / 45% voting (indirectly as limited partner of EQT Infrastructure IV (GP), SCS (#56)).

The Alternative Investment Fund Manager ("AIFM") for the EQT Fund, and all of its investment vehicles is:

59. EQT Fund Management S.à r.l.[31]

a. Jurisdiction of Formation: Luxembourg
b. Address: 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, Grand-Duchy of Luxembourg
c. Principal Business: Fund Manager
d. Interest Held: AIFM of EQT Saber Lower Aggregator 2 LP (#49); EQT Saber Lower Aggregator 1 LP (#51); EQT Saber Upper Aggregator 1 LP (#52); EQT Saber Side Car (No. 2) EUR LP (#53); and EQT Saber Side Car (No. 1) EUR, SCSp (#54).

EQT Infrastructure IV (General Partner) S.à r.l. (#57) and EQT Saber Topside GP LLC (#55) are wholly owned by:

60. EQT Management S.à r.l.

a. Jurisdiction of Formation: Luxembourg
b. Address: 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, Grand-Duchy of Luxembourg
c. Principal Business: Fund Manager
d. Interest Held: 0% equity / 45% voting (indirectly as 100% owner of EQT Infrastructure IV (General Partner), S.à r.l. (#57) and EQT Saber Topside GP LLC (#55)).

EQT Holdings Infrastructure IV Coöperatief U.A. (#58) is directly owned by:

61. EQT Holdings B.V.

a. Jurisdiction of Formation: The Netherlands
b. Address: Cornelis Schuytstraat 74; 1071JL Amsterdam, The Netherlands
c. Principal Business: Investment Holding Vehicle
d. Interest Held: 0% equity / 42.71% voting (indirectly as 94.92% limited partner of EQT Infrastructure IV Coöperatief U.A. (#58)).

No other entity or person holding an ownership interest in EQT Holdings Infrastructure IV Coöperatief U.A. (#58) holds a ten percent (10%) or higher ownership interest in Zayo Group.

EQT Holdings B.V. (#61), EQT Management S.à r.l. (#60) and EQT Fund Management S.à r.l. (#59) are 100% owned by:

62. EQT AB[32]

a. Jurisdiction of Formation: Sweden

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[31] A Luxembourg société à responsabilité limitée ("S.à r.l.") is most similar to a U.S. limited liability company.

[32] A Swedish Aktiebolag ("AB") is most similar to a U.S. corporation.

b. Address: BOX 16409, 103 27 Stockholm, Sweden
c. Principal Business: Alternative Investments Group Holding Company
d. Interest Held: 0% equity / 45% voting (indirectly as 100% direct owner of EQT Fund Management S.à r.l. (#59); EQT Management S.à r.l. (#60), and EQT Holdings B.V (#61)).

EQT AB (#62) is publicly traded on the Stockholm, Nasdaq (ticker symbol: EQT) and is indirectly majority owned by its partners. No shareholders of EQT AB (#62) hold an indirect ten percent (10%) or higher ownership interest in Zayo Group.

Exhibit B

Pre- and Post-Closing Organizational Chart

Pre-Transaction Ownership Structure Charts

CHART 1

DIGITALBRIDGE STRUCTURE

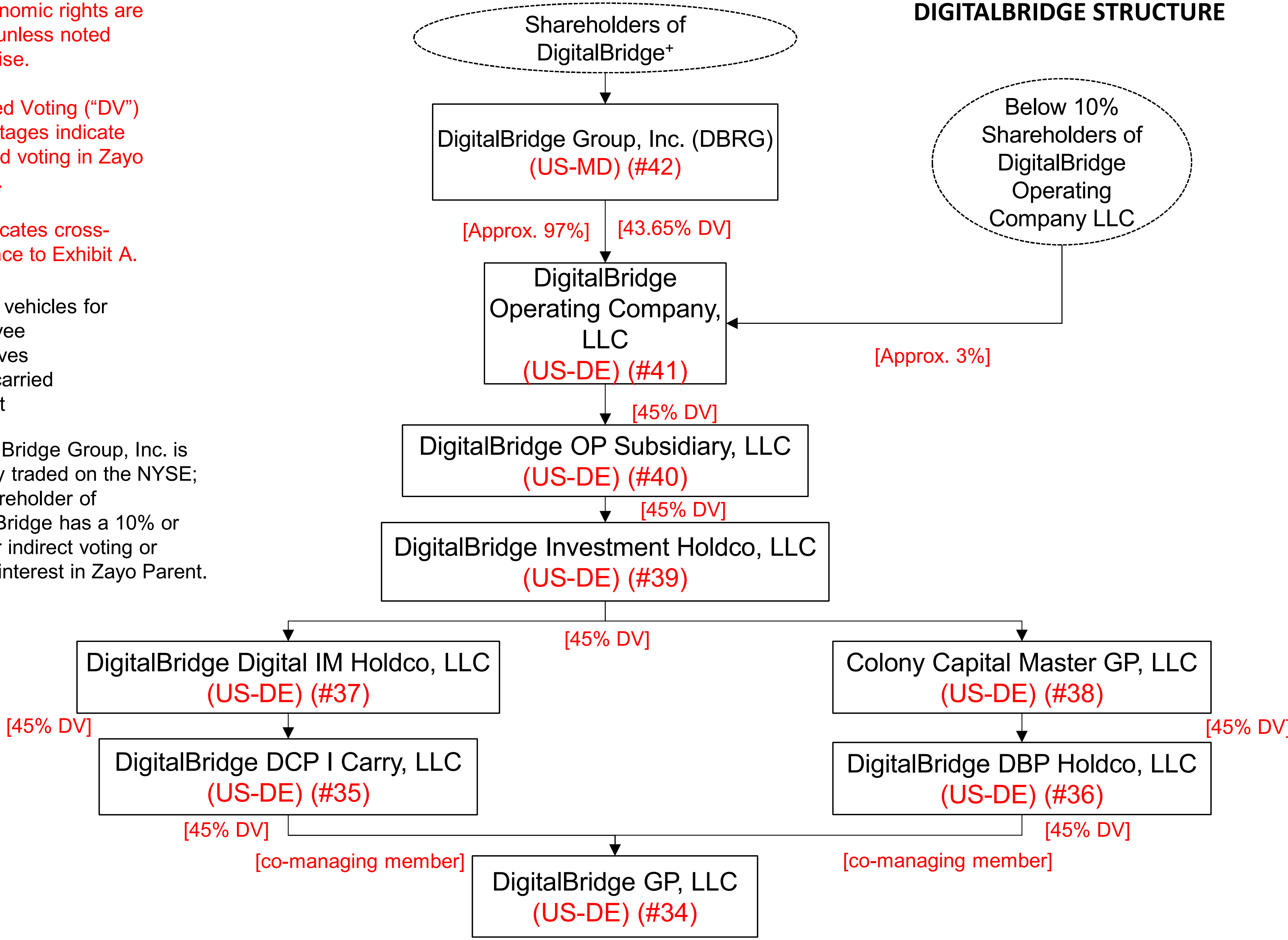
All economic rights are 100% unless noted otherwise.

Deemed Voting ("DV") percentages indicate deemed voting in Zayo Parent.

(#) indicates cross-reference to Exhibit A.

*Omits vehicles for employee Incentives plans/carried Interest

+DigitalBridge Group, Inc. is publicly traded on the NYSE; no shareholder of DigitalBridge has a 10% or greater indirect voting or equity interest in Zayo Parent.



(See Chart 3)

CHART 2
EQT AB STRUCTURE

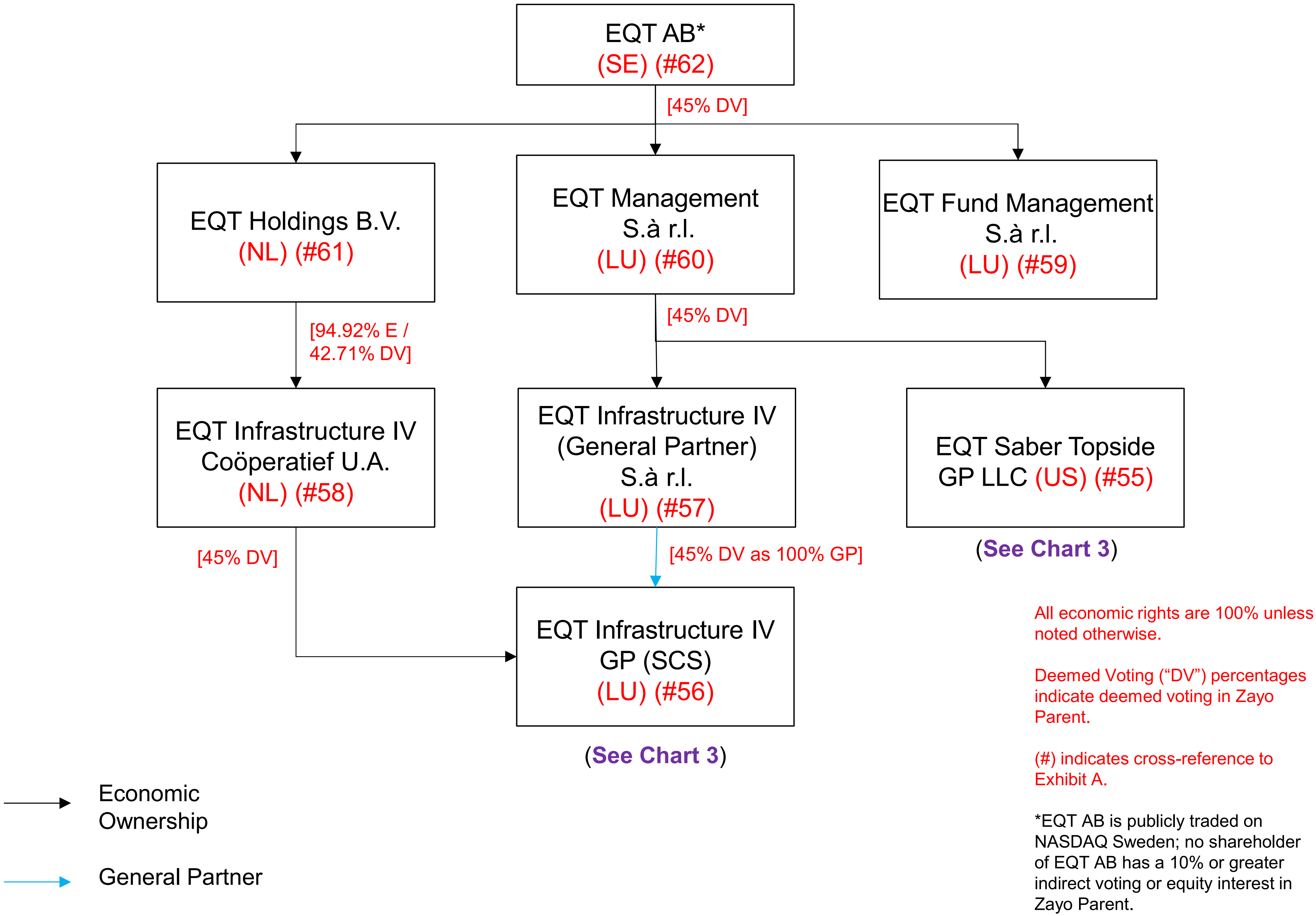


CHART 3
FRONT RANGE JV, LP OWNERSHIP STRUCTURE

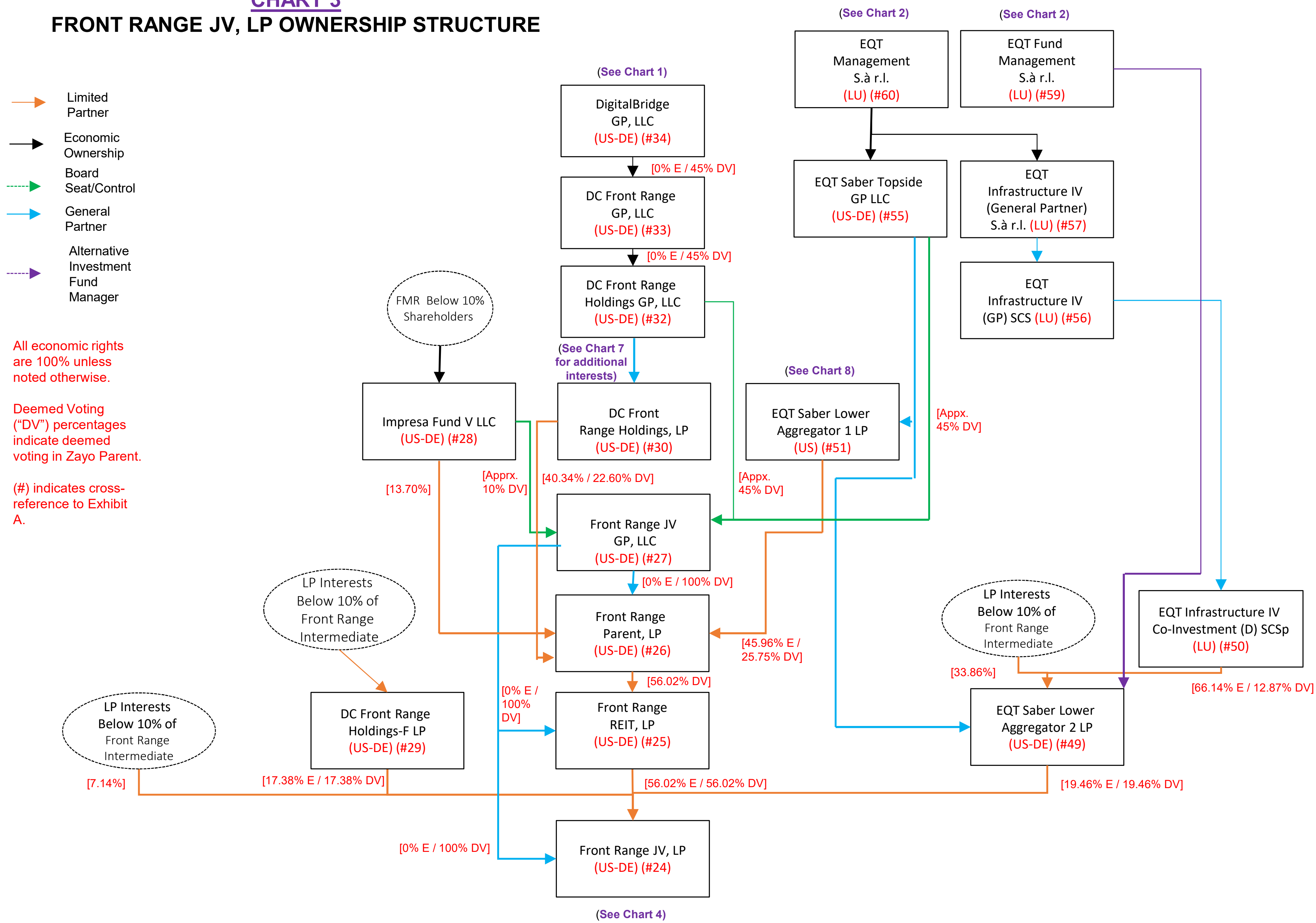
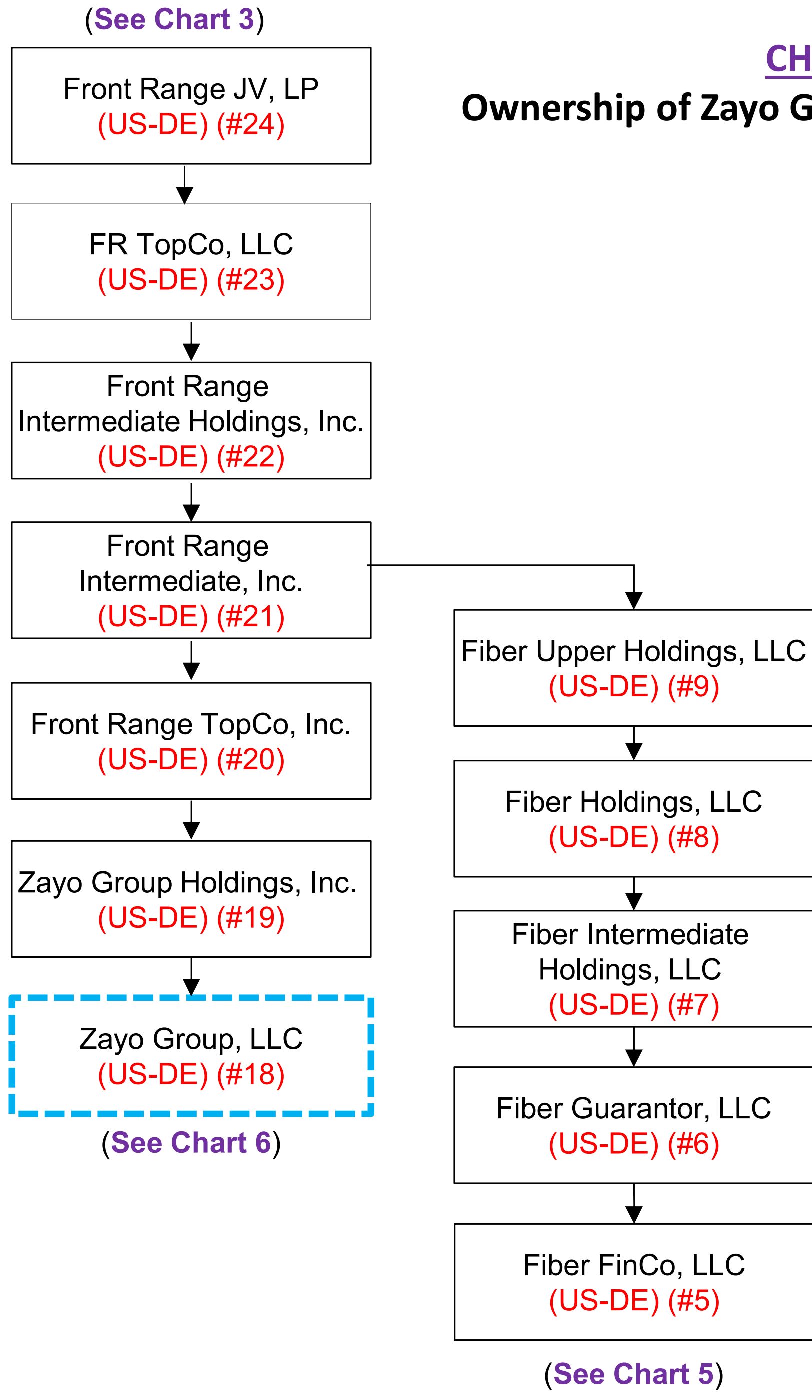


CHART 4

Ownership of Zayo Group and Fiber NewCo*



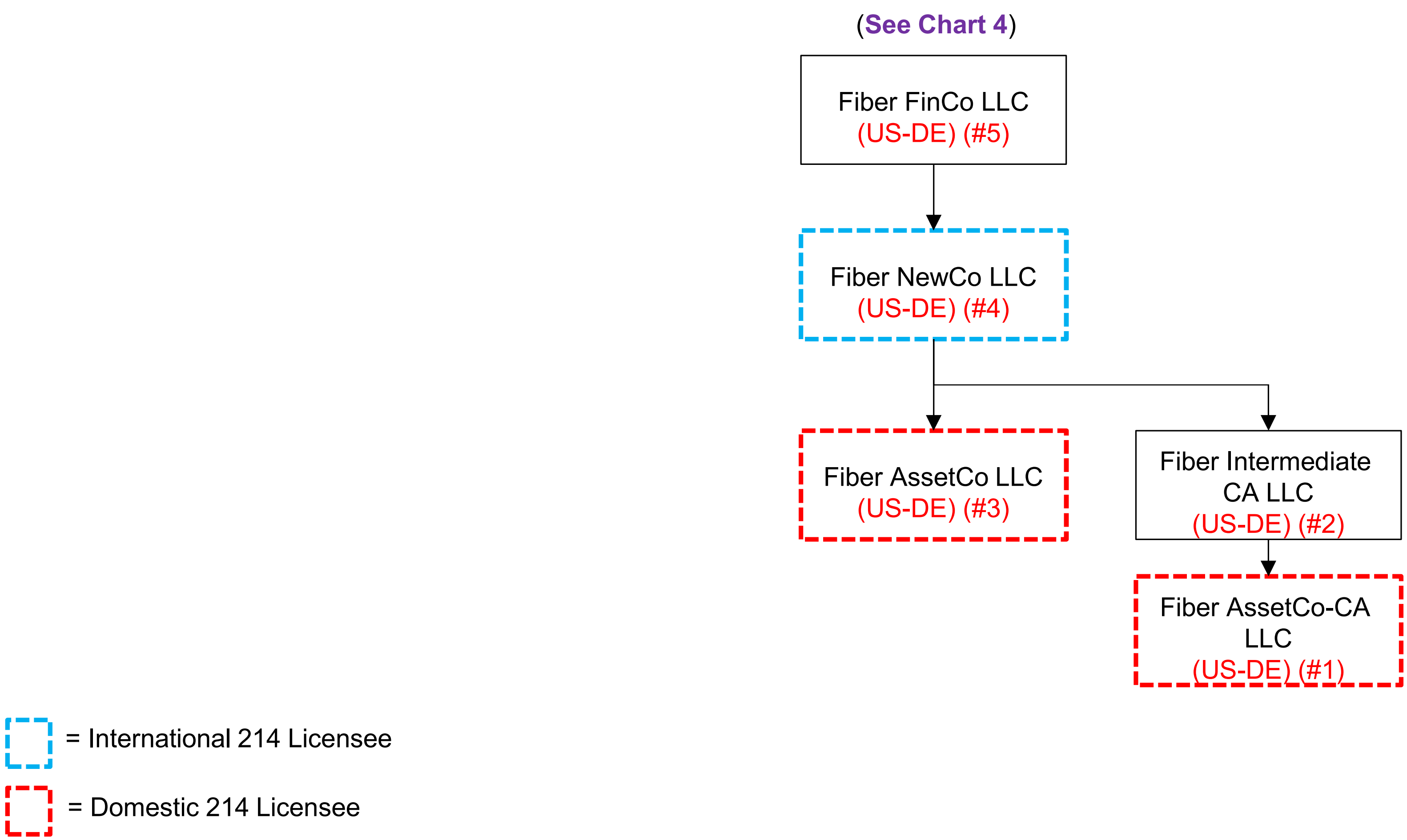
= International 214 Licensee

*All ownership/voting percentages are 100%.

(#) indicates cross-reference to Exhibit A.

CHART 5

OWNERSHIP STRUCTURE OF ZAYO/CROWN LICENSEES*

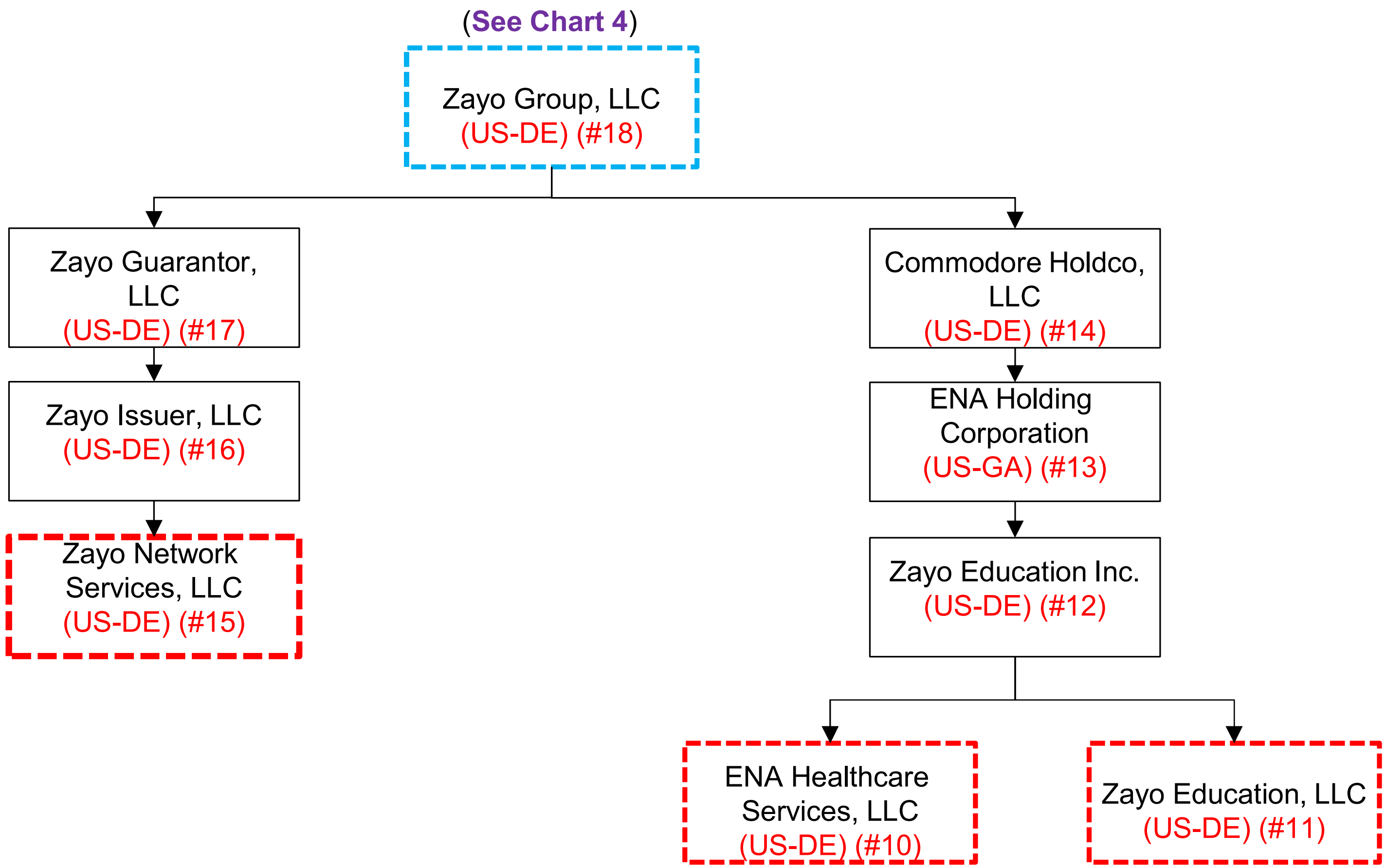


*All ownership/voting percentages are 100%. The ownership of the Licensees set forth on this Chart 5 is subject to the closing of the Zayo/Crown Transaction as noted in the Application.

(#) indicates cross-reference to Exhibit A.

CHART 6

OWNERSHIP STRUCTURE OF ZAYO LICENSEES.*



= International 214 Licensee

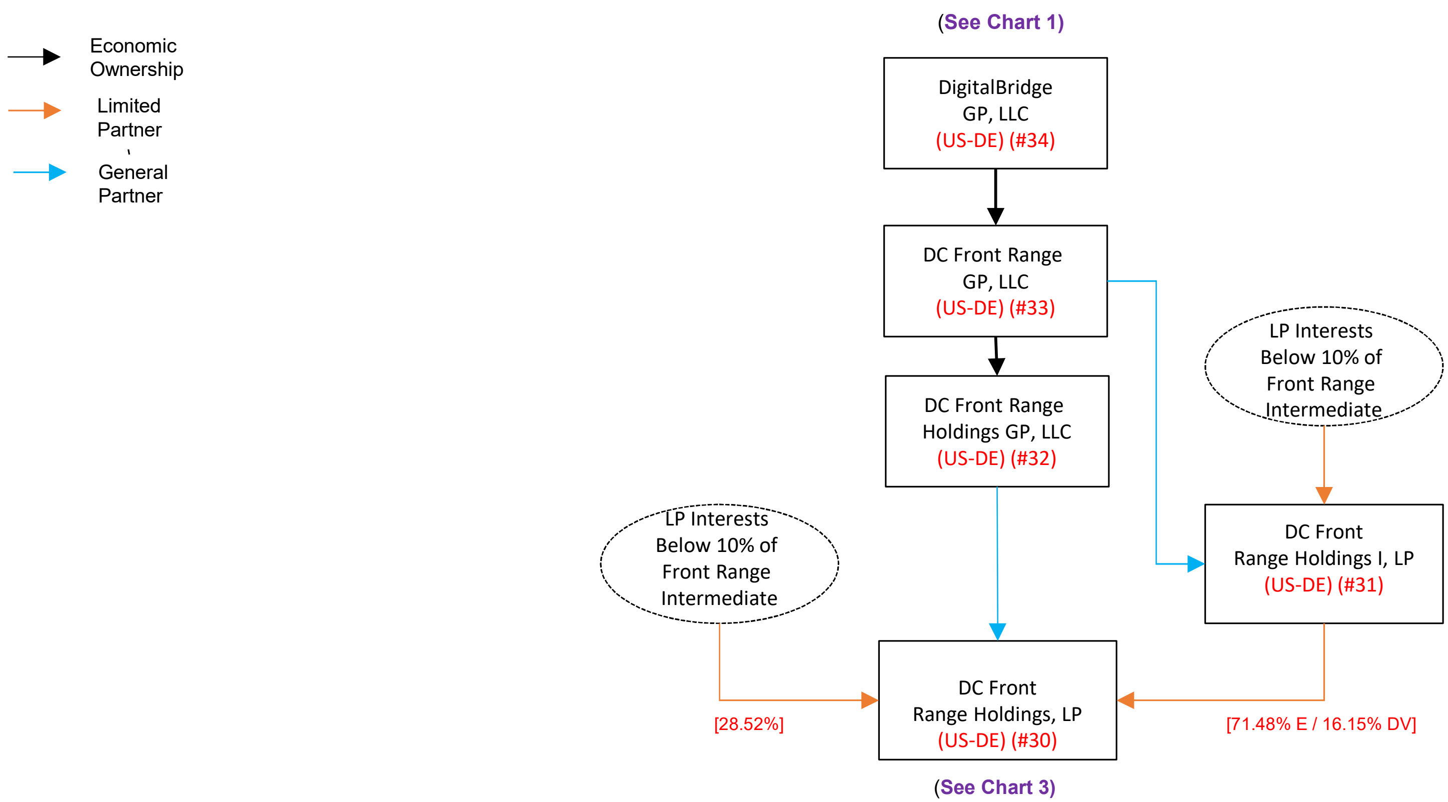
=Domestic 214 Licensee

*All ownership/voting percentages are 100%.

(#) indicates cross-reference to Exhibit A.

CHART 7

DC FRONT RANGE HOLDINGS, LP STRUCTURE



All economic rights are 100% unless noted otherwise.

Deemed Voting ("DV") percentages indicate deemed voting in Zayo Parent.

(#) indicates cross-reference to Exhibit A.

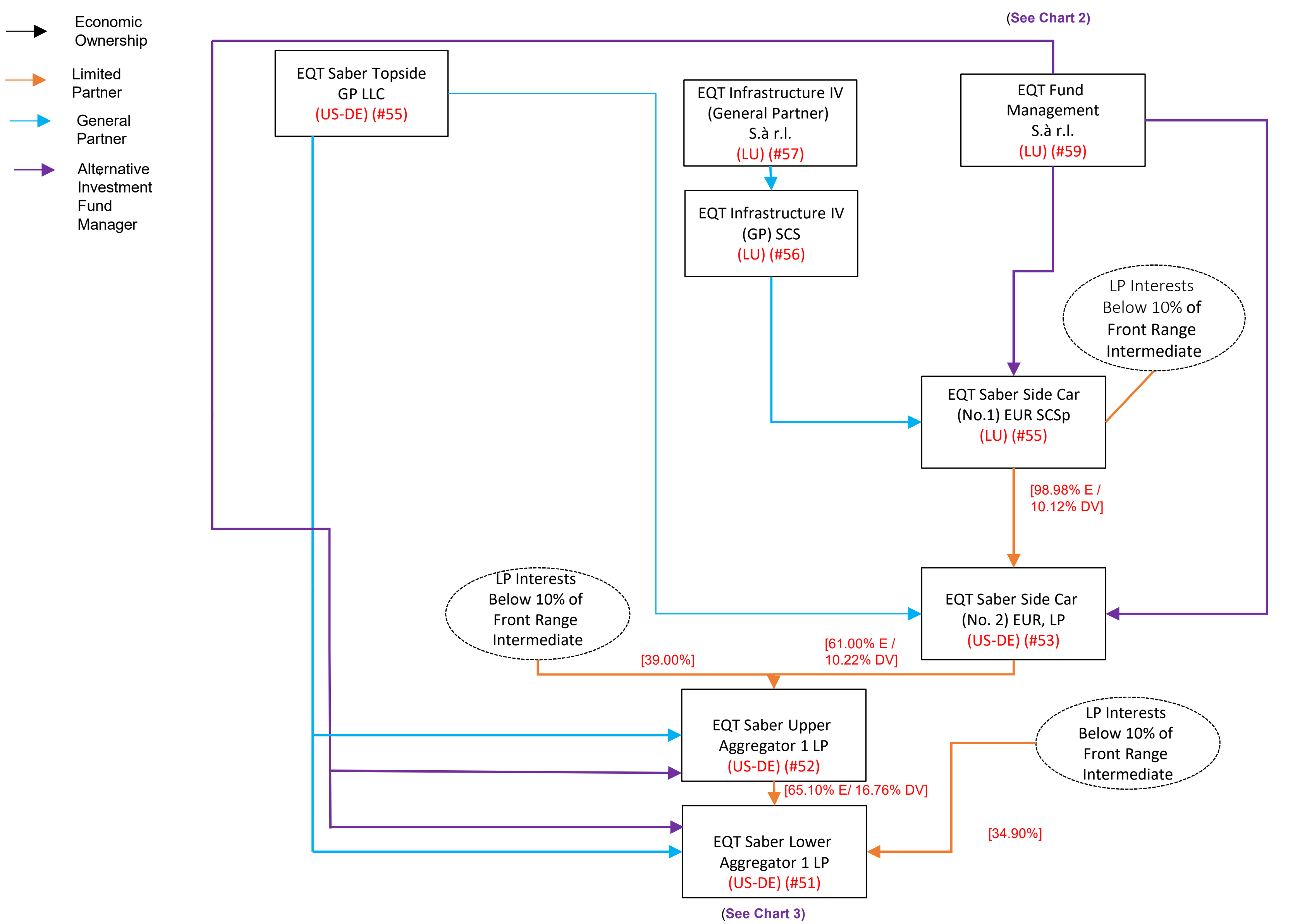
CHART 8

EQT SABER LOWER AGGREGATOR 1 LP STRUCTURE

All economic rights are 100% unless noted otherwise.

Deemed Voting ("DV") percentages indicate deemed voting in Zayo Parent.

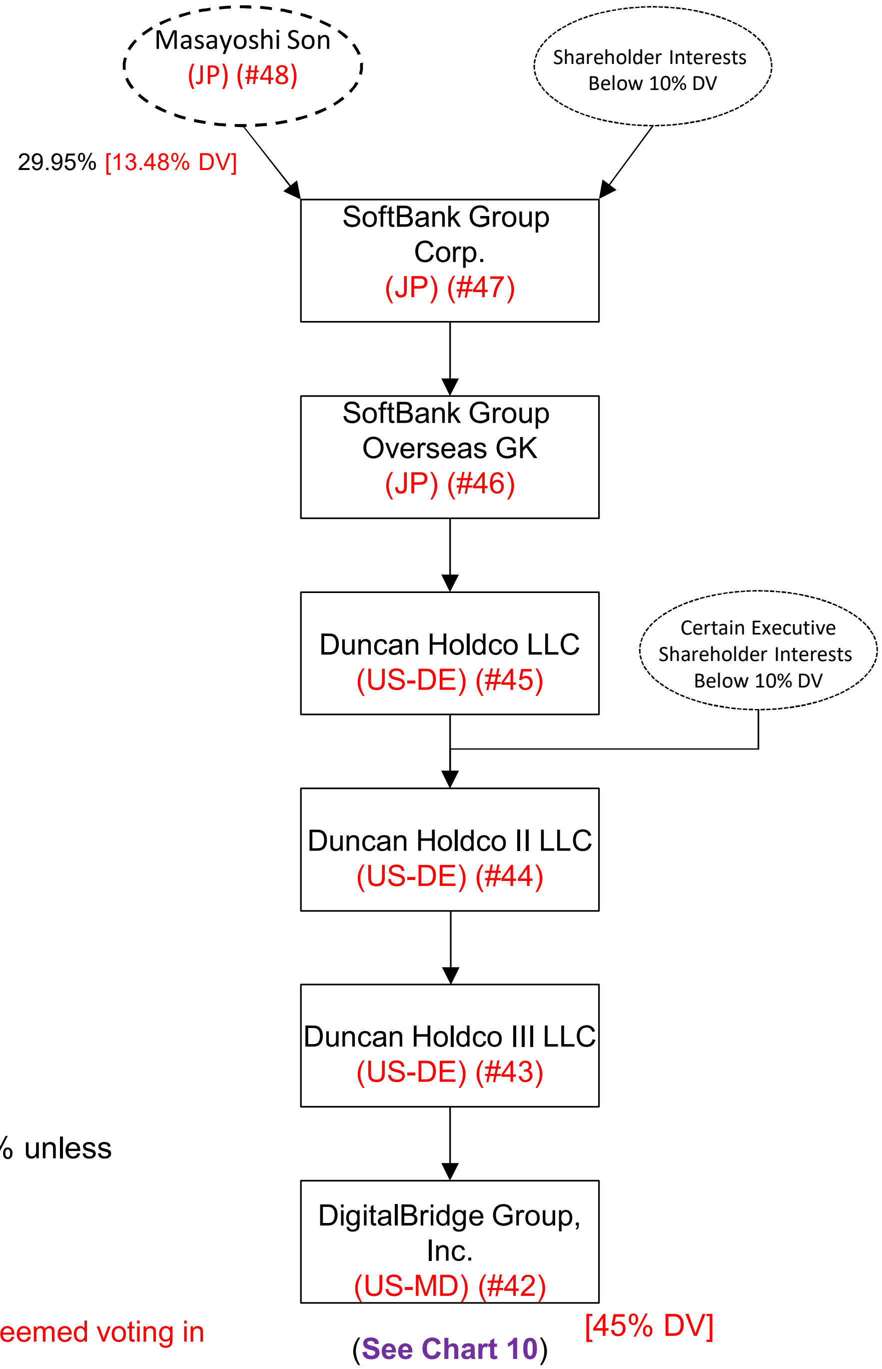
(#) indicates cross-reference to Exhibit A.



Post-Transaction Ownership Structure Charts

CHART 9

OWNERSHIP STRUCTURE OF DIGITALBRIDGE BY SOFTBANK*



*All ownership/voting percentages are 100% unless otherwise noted.

(#) indicates cross-reference to Exhibit A.

Deemed Voting ("DV") percentages indicate deemed voting in Zayo Parent.

CHART 10
DIGITALBRIDGE STRUCTURE

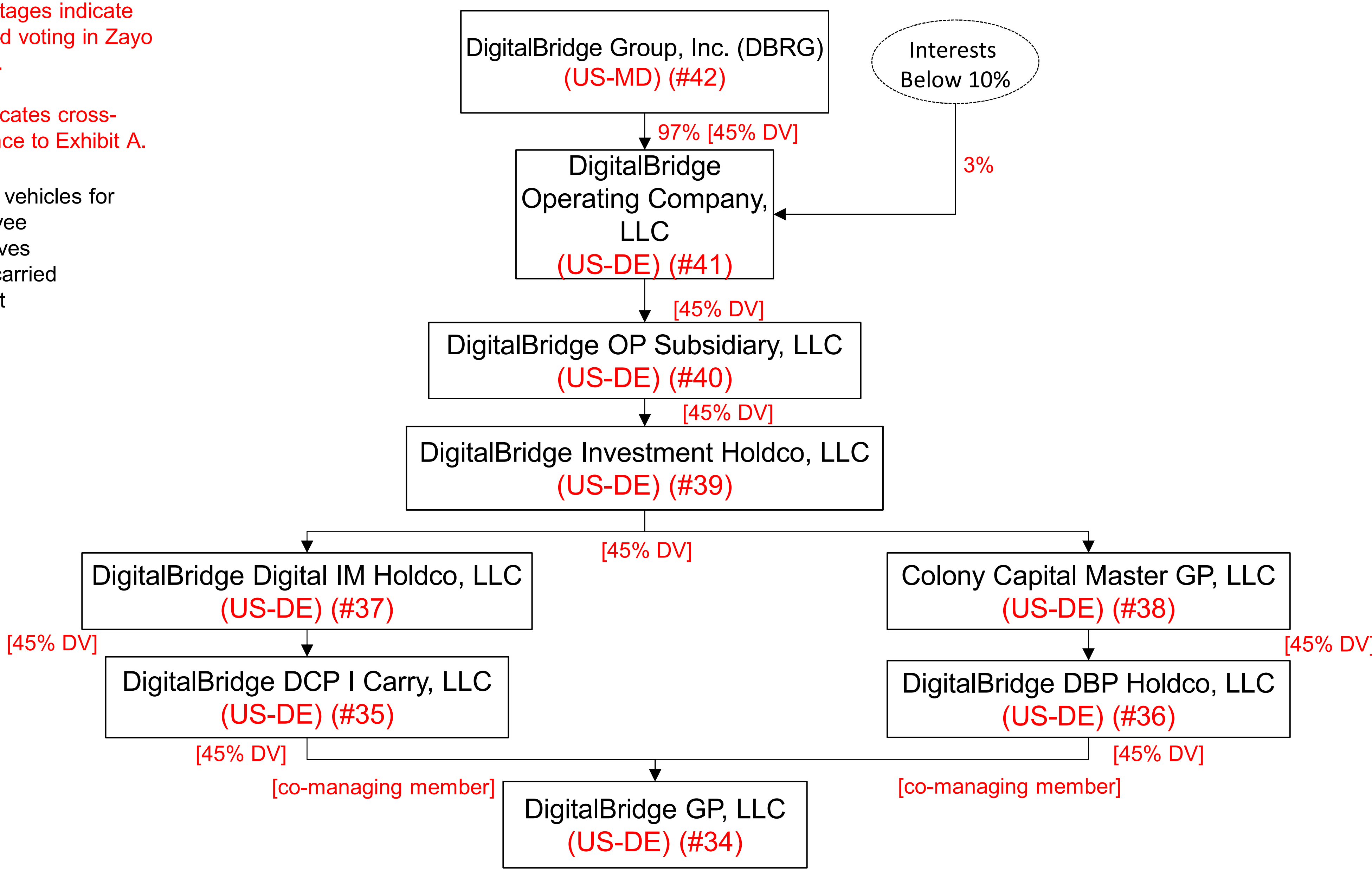
All economic rights are 100% unless noted otherwise.

Deemed Voting ("DV") percentages indicate deemed voting in Zayo Parent.

(#) indicates cross-reference to Exhibit A.

*Omits vehicles for employee Incentives plans/carried Interest

(See Chart 9)



(See Chart 12)

CHART 11

EQT AB STRUCTURE

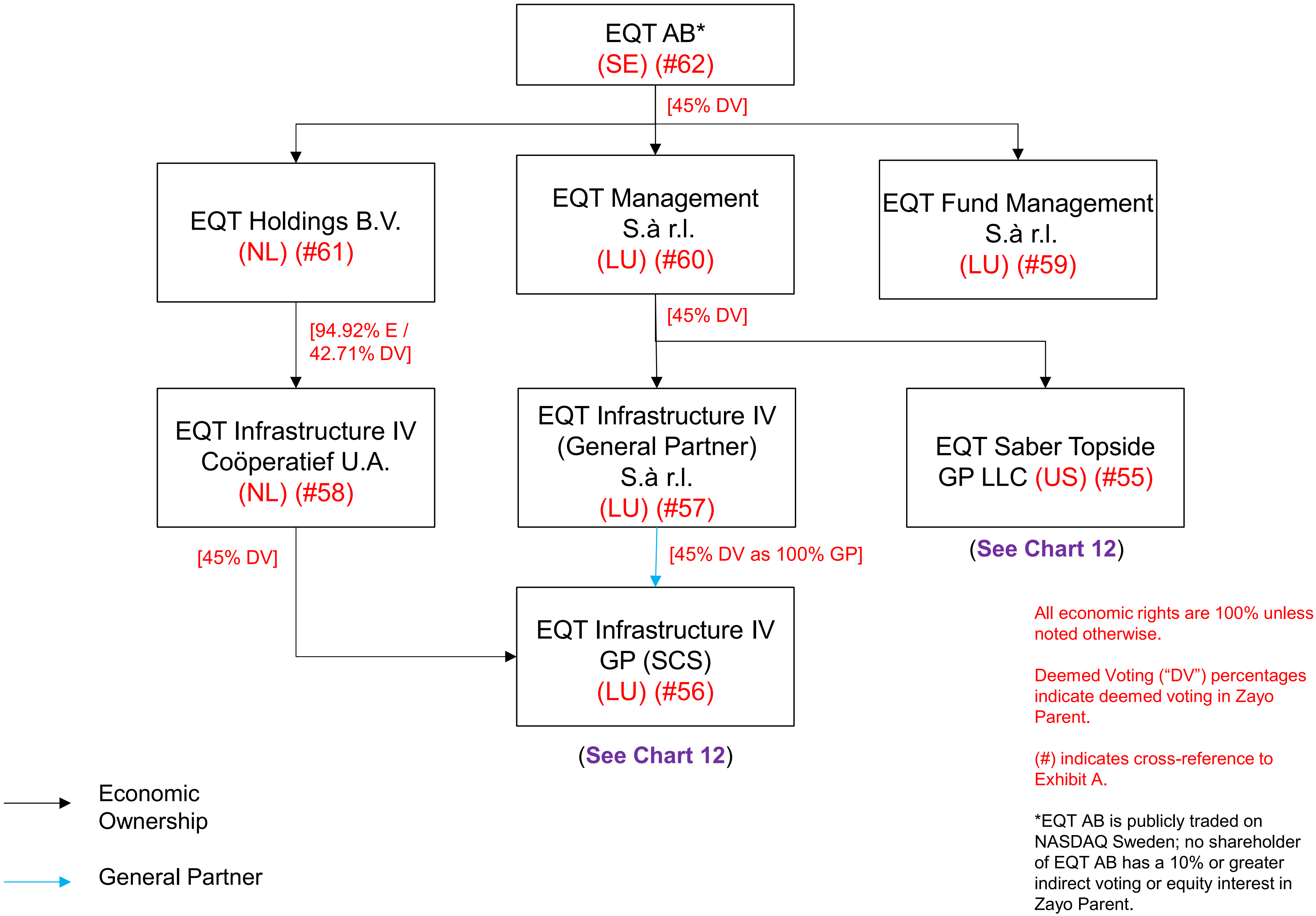


CHART 12

FRONT RANGE JV, LP OWNERSHIP STRUCTURE

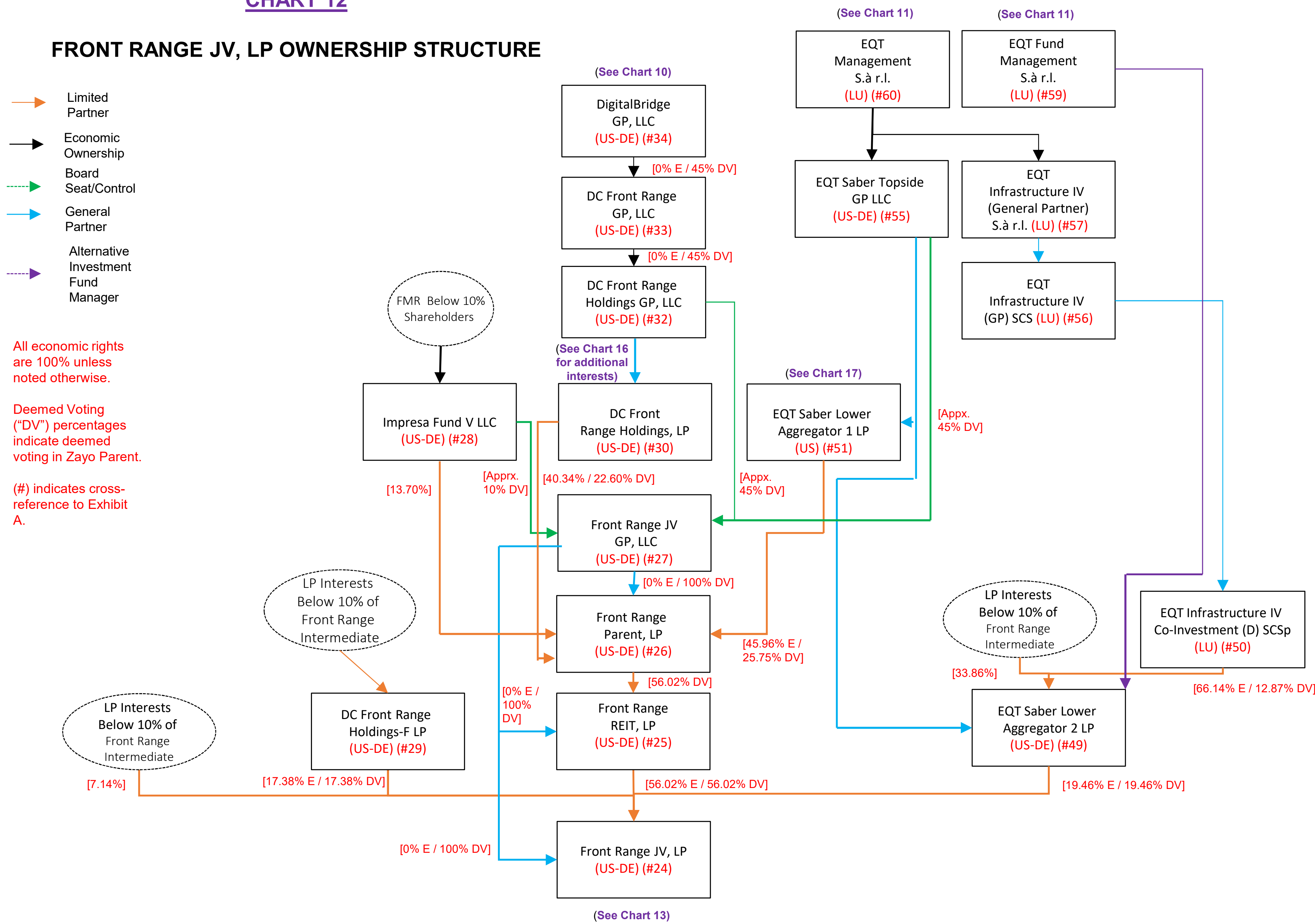
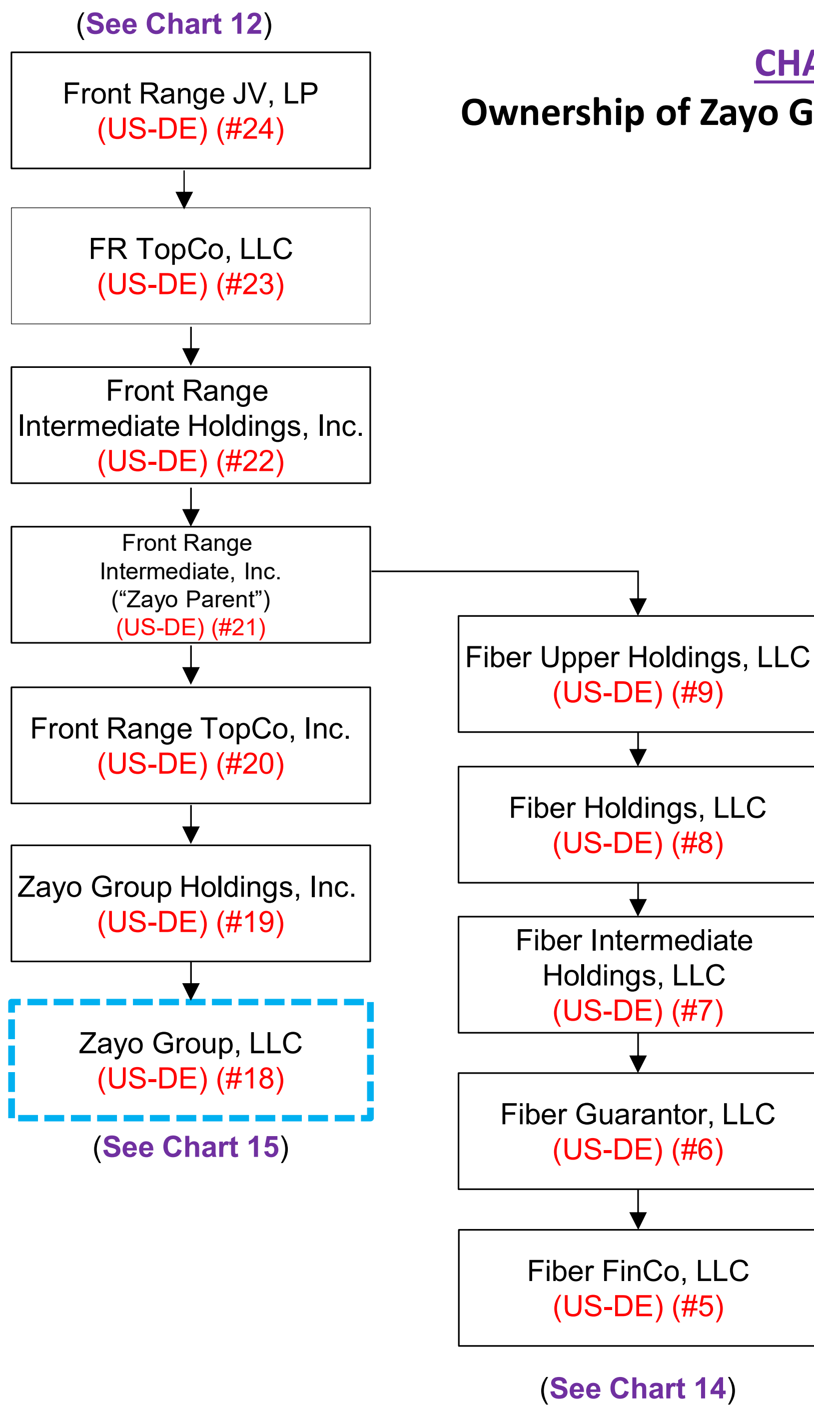


CHART 13

Ownership of Zayo Group and Fiber NewCo*

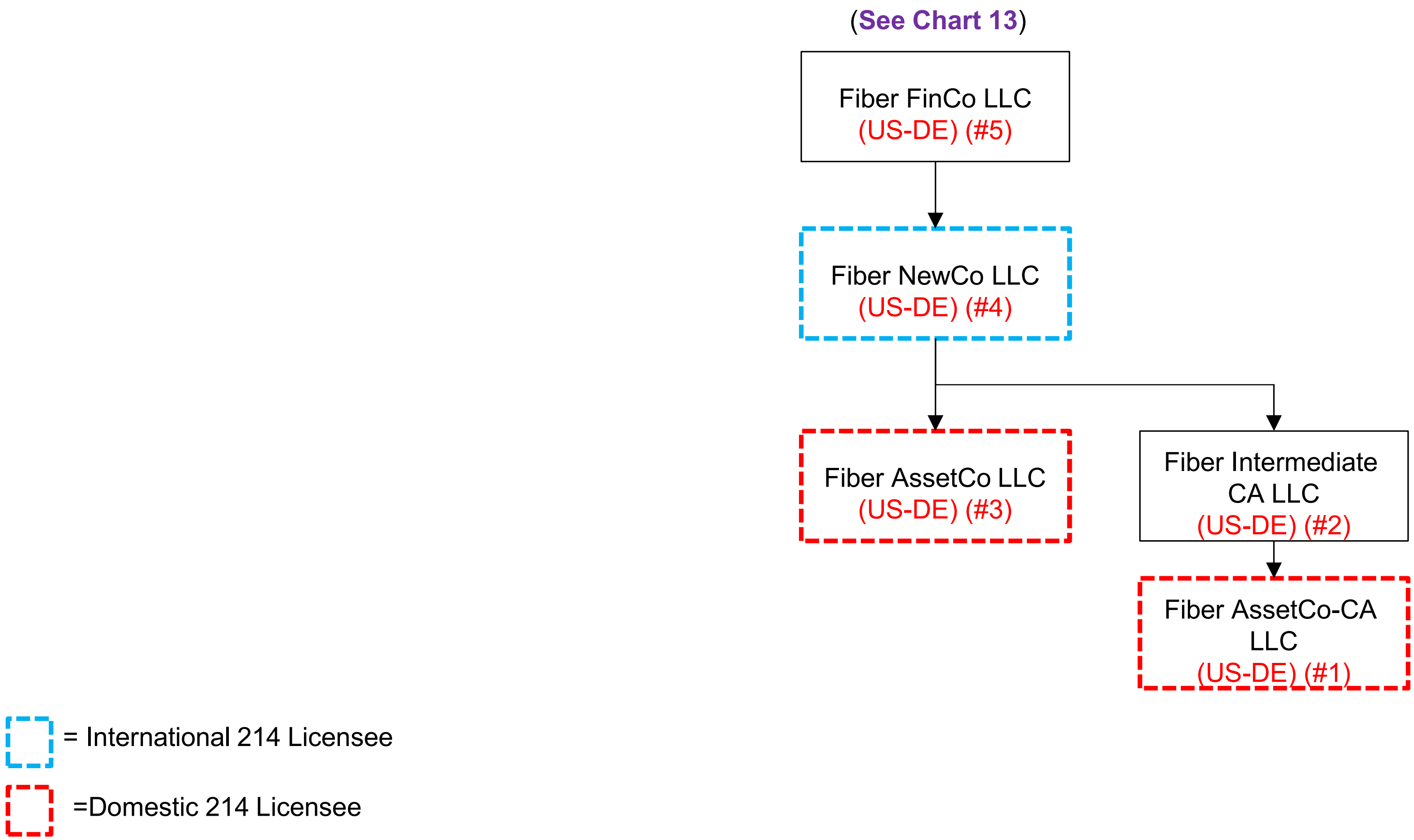


= International 214 Licensee

*All ownership/voting percentages are 100%.

(#) indicates cross-reference to Exhibit A.

CHART 14
OWNERSHIP STRUCTURE OF ZAYO/CROWN LICENSEES*

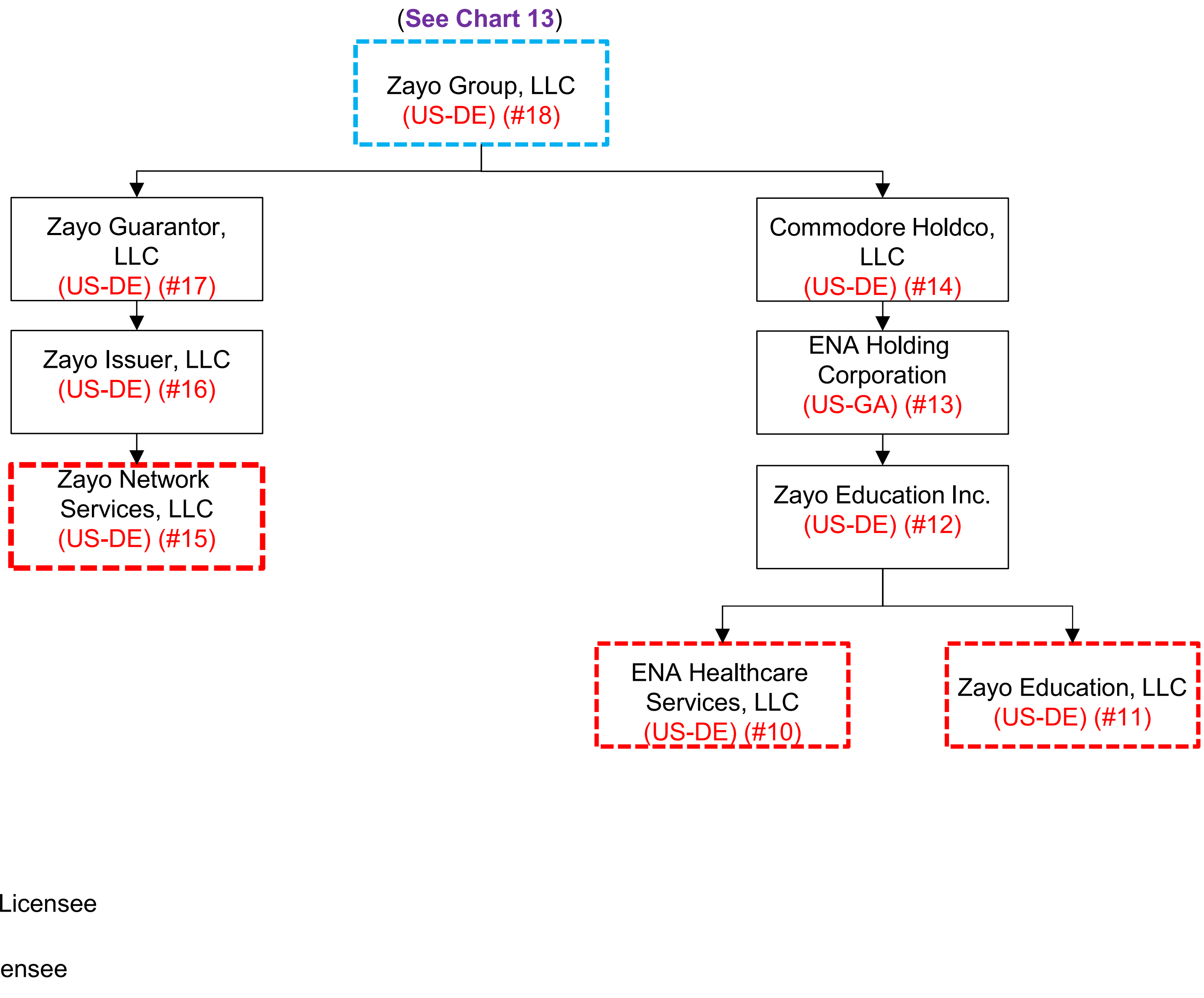


*All ownership/voting percentages are 100%. The ownership of the Licensees set forth on this Chart 14 is subject to the closing of the Zayo/Crown Transaction as noted in the Application.

(#) indicates cross-reference to Exhibit A.

CHART 15

OWNERSHIP STRUCTURE OF ZAYO LICENSEES.*

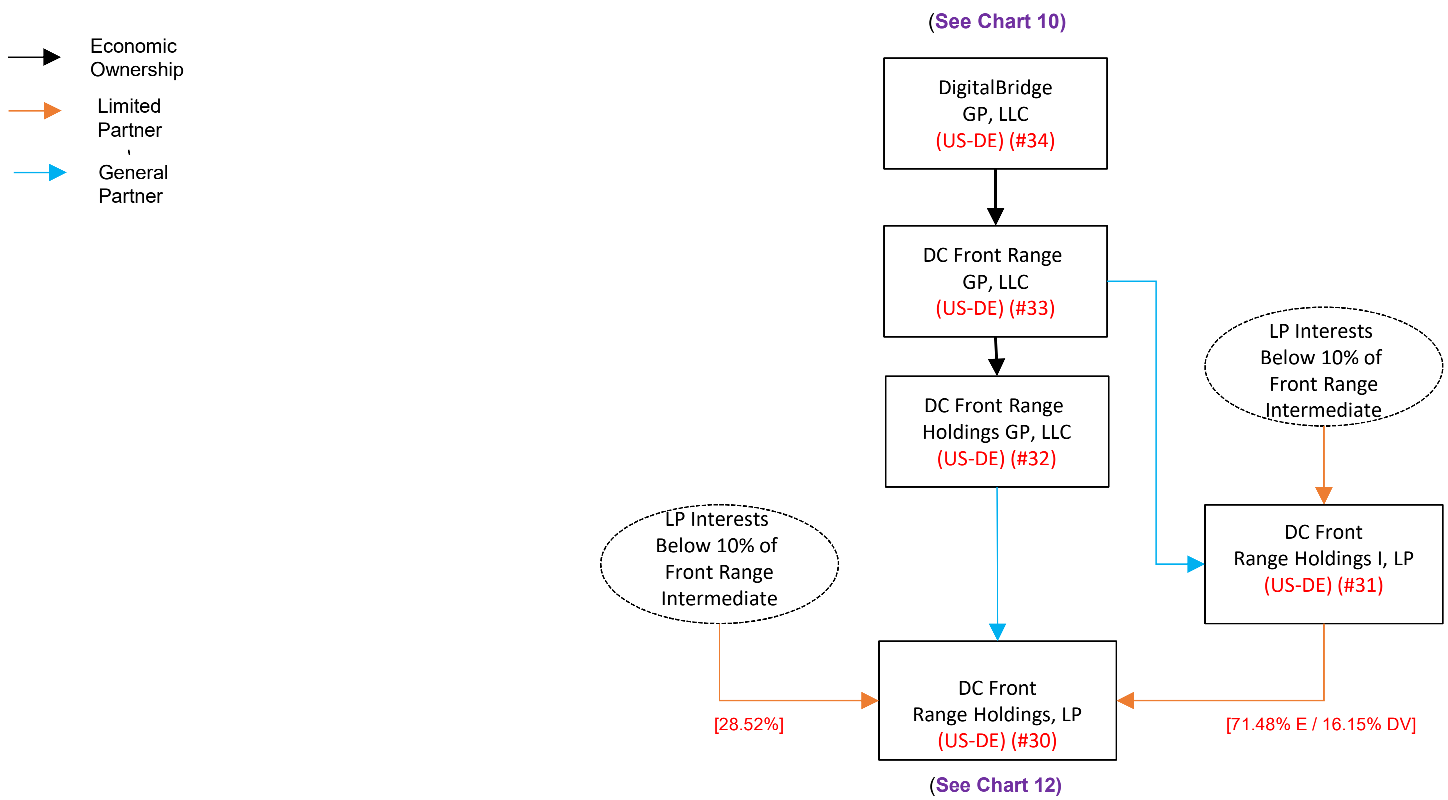


*All ownership/voting percentages are 100%.

(#) indicates cross-reference to Exhibit A.

CHART 16

DC FRONT RANGE HOLDINGS, LP STRUCTURE



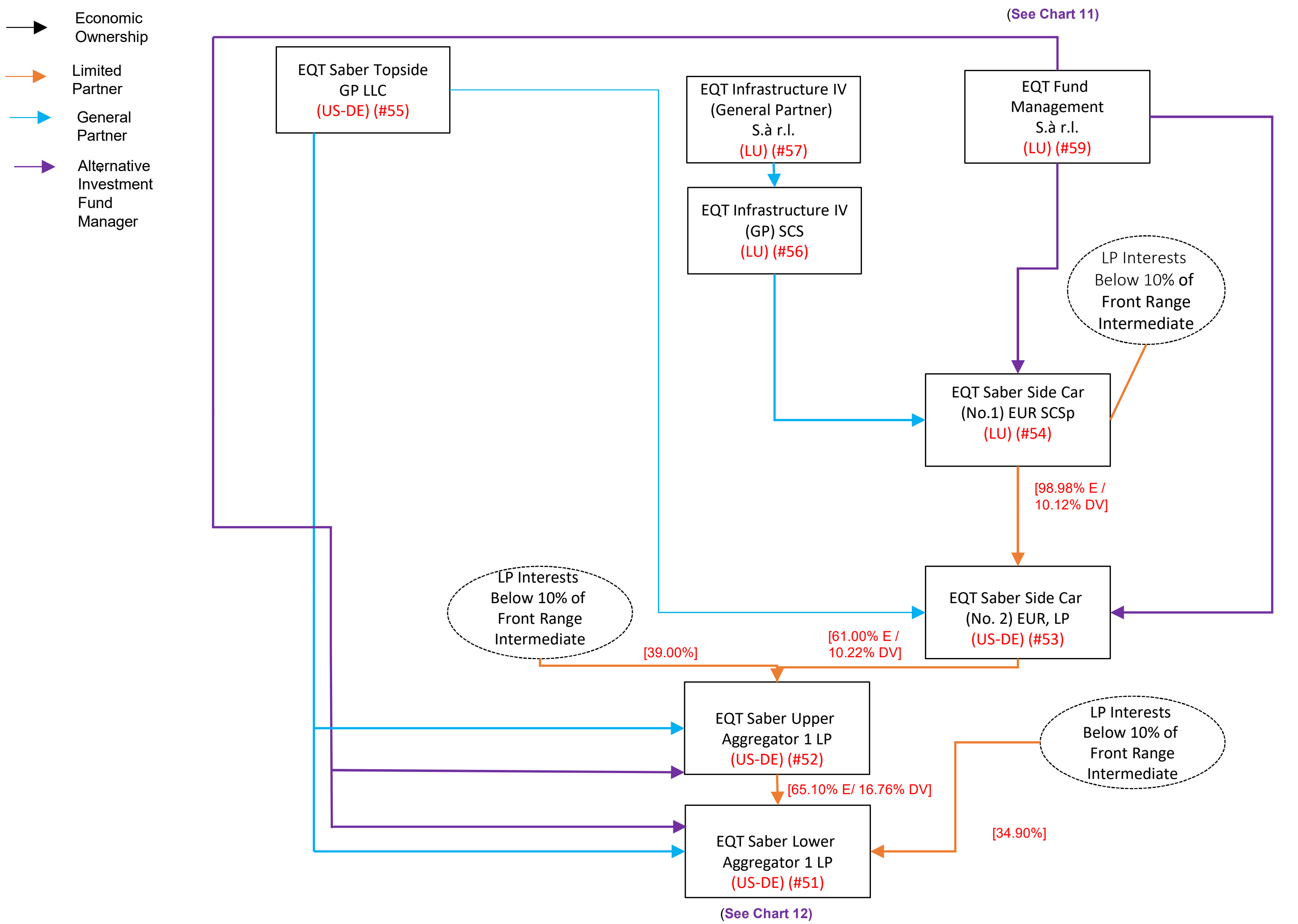
All economic rights are 100% unless noted otherwise.

Deemed Voting ("DV") percentages indicate deemed voting in Zayo Parent.

(#) indicates cross-reference to Exhibit A.

CHART 17

EQT SABER LOWER AGGREGATOR 1 LP STRUCTURE



All economic rights are 100% unless noted otherwise.

Deemed Voting ("DV") percentages indicate deemed voting in Zayo Parent.

(#) indicates cross-reference to Exhibit A.

Exhibit C

Foreign Carrier Affiliates of Licensees[33]

Country(ies)	Affiliate Name	Description of the Company
Canada (WTO Member)	Zayo Canada Inc. (“Zayo Canada”) A Canadian entity	Zayo Canada is a direct, wholly owned subsidiary of Zayo Group. Zayo Canada holds a BITS License and Registrations as a Competitive Local Exchange Carrier, Non-Dominant Carrier, Reseller of Telecommunications Services, Reseller of High Speed Internet Service, and Digital Subscriber Line Provider in Canada.
Germany (WTO Members)	Zayo Group UK Limited (“Zayo-UK”) A UK entity	Zayo-UK is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-UK provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
	Zayo Infrastructure Deutschland GmbH (“ZI-Deutschland”) A German entity	ZI-Deutschland is an indirect, wholly owned subsidiary of FR TopCo, LLC. ZI-Deutschland provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
	Deutsche Glasfaser	Deutsche is an indirect, wholly owned subsidiary of FR TopCo, LLC. Deutsche Glasfaser deploys and operates fiber networks in Germany.

[33] Foreign carriers with which the Licensees would be affiliated following consummation of the Proposed Transaction are identified with an asterisk (“*”). SoftBank Corp. is an indirect subsidiary of SoftBank Group Corp. (“SoftBank”), which will be the ultimate indirect owner of Zayo at consummation of the Proposed Transaction. The other foreign carriers identified in this amended Exhibit B, are SoftBank subsidiaries, as well.

Country(ies)	Affiliate Name	Description of the Company
Ireland (WTO Member)	Emerald Bridge Fibres Limited (“Emerald Bridge”) An Irish Entity	Zayo Group UK Limited, which is an indirectly, wholly owned subsidiary of FR TopCo, LLC, directly owns 50% of Emerald Bridge. Emerald Bridge is registered as an Authorized Undertaking with the Commission for Communications Regulation in Ireland and provides a subsea cable service between Dublin, Ireland and Anglesea, Wales, UK.
	Zayo Infrastructure Ireland Ltd. (“ZI-Ireland”) An Irish entity	ZI-Ireland is an indirect, wholly owned subsidiary of FR TopCo, LLC. ZI-Ireland provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
Belgium **(WTO Member)**	Zayo Infrastructure Belgium NV (“ZI-Belgium”) A Belgium entity	ZI-Belgium is an indirect, wholly owned subsidiary of FR TopCo, LLC. ZI-Belgium provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
	Fiberklaar	Fiberklaar deploys and operates fiber networks in Belgium.
France **(WTO Member)**	Zayo Infrastructure France SA (“ZI-France”) A French entity	ZI-France is an indirect, majority owned subsidiary of FR TopCo, LLC, with Allan Shaw and Sheldon Goldman each holding 1 share of the company. FR TopCo, LLC indirectly holds all the remaining shares in the company. ZI-France provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
Netherlands **(WTO Member)**	Zayo Infrastructure Nederland B.V. (“ZI-Nederland”) A Dutch entity	ZI-Nederland is an indirect, wholly owned subsidiary of FR TopCo, LLC. ZI-Nederland provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.

Country(ies)	Affiliate Name	Description of the Company
	DeltaFiber	DELTA Fiber, an EQT portfolio company, provides competitive high-speed broadband, TV and fixed telephony to households and businesses in the Netherlands.
Switzerland **(WTO Member)**	Zayo Infrastructure Switzerland AG (“ZI-Switzerland”) A Swiss entity	ZI-Switzerland is an indirect, wholly owned subsidiary of FR TopCo, LLC. ZI-Switzerland provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
Singapore **(WTO Member)**	Zayo Singapore Pte. Ltd. (“Zayo-Singapore”) A Singaporean entity	Zayo-Singapore is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-Singapore provides lit services, colocation and related services and holds a Service Based Operator (Individual) license.
	BBIX Singapore Pte. Ltd.*	BBIX Singapore Pte. Ltd. is a SoftBank subsidiary that provides internet access services, international transport services, and related interconnection services.
	SB Telecom Singapore Pte. Ltd.*	SB Telecom Singapore Pte. Ltd. is a SoftBank subsidiary that provides international transport services, managed network services, and enterprise communications services.
Hong Kong **(WTO Member)**	Zayo Group (HK) Limited (“Zayo-HK”) A Hong Kong entity	Zayo-HK is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-HK provides lit services, colocation and related services and holds a Service Based Operator (IVANS and Internet Access) license.
	BBIX Hong Kong Pte. Limited*	BBIX Hong Kong Pte. Limited is a SoftBank subsidiary that provides internet access services, international transport services, and related interconnection services.

Country(ies)	Affiliate Name	Description of the Company
Australia **(WTO Member)**	Zayo Group Australia Pty. Ltd. ("Zayo-Au") An Australian entity	Zayo-Australia is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo Australia provides lit services, colocation and related services.
Spain **(WTO Member)**	Zayo Infrastructure Spain, S.L. ("Zayo-Spain") A Spanish entity	Zayo-Spain is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-Spain holds a registration as an Electronic Communications Network Provider and Electronic Communications Service Provider with the "National Commission of Markets and Competition
Italy **(WTO Member)**	Zayo Italy S.r.l. ("Zayo-Italy") An Italian entity	Zayo-Italy is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-Italy holds a registration as an Electronic Communications Network Provider and Electronic Communications Service Provider with the Italian Ministry of Economic Development.
South Africa **(WTO Member)**	Zayo Group South Africa (PTY) Ltd. ("Zayo-SA")	Zayo-SA is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-SA obtained an exemption from licensing requirements but provides resold lit services, colocation and related services.
Mexico **(WTO Member)**	Zayo Infrastructure Mexico, S. de R.L. de C.V. ("Zayo Mexico")	Zayo Mexico is a direct, majority owned (99.9%) subsidiary of Zayo Group. Zayo Mexico holds single Concession for Commercial Use (Concesión Única para Uso Comercial) to provide Public Telecommunications and Broadcasting Services in Mexico.

Country(ies)	Affiliate Name	Description of the Company
United Kingdom **(WTO Member)**	Fibrespeed Limited (“Fibrespeed”)	Fibrespeed is an indirect, wholly owned subsidiary of FR TopCo, LLC. Fibrespeed provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
	Zayo Group UK Limited (“Zayo-UK”) A UK entity	Zayo-UK is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-UK provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
Japan **(WTO Member)**	Zayo Japan K.K. (“Zayo Japan”)	Zayo Japan is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo Japan provides internet access service, FTTH access service, IP-VPN service, wide area Ethernet service, domestic/international dedicated circuit service, and other internet-related services (e.g., DDOS protection) for domestic and international telecommunications services.
	SoftBank Corp.*	SoftBank Corp., an indirect subsidiary of SoftBank, provides internet access service, mobile communications, and other internet-related services. In addition, SoftBank Corp. owns and controls submarine cable stations at Maruyama, Kitakyushu, and Miura in Japan.
	BB Backbone Corporation*	BB Backbone Corporation is a SoftBank subsidiary that provides dark fiber capacity, high-capacity spectrum-based connectivity, and private wireless network services.
	Wireless City Planning Inc.*	Wireless City Planning Inc. is a SoftBank subsidiary that provides wireless broadband services, including network connectivity delivered as a Mobile Virtual Network Operator (“MVNO”) under the SoftBank brand.

Country(ies)	Affiliate Name	Description of the Company
Sweden **(WTO Member)**	Global Connect	GlobalConnect, an EQT portfolio company, provides communication infrastructure across Sweden, Norway, Denmark, Finland and Northern Germany for enterprise customers, and under the brands of IP-Only in Sweden, Homenet in Norway and Onefiber in Denmark provides fiber network and services to urban and rural single family homes and multi-dwelling units in Sweden, Norway and Denmark.
	Zayo Infrastructure Sweden AB ("Zayo-Sweden") A Swedish entity	Zayo-Sweden is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-Sweden provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
	Zayo Group UK Limited ("Zayo-UK") A UK entity	Zayo-UK is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-UK provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
Poland **(WTO Member)**	Zayo Group UK Limited ("Zayo-UK") A UK entity	Zayo-UK is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-UK provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
Romania **(WTO Member)**	Zayo Infrastructure France SA ("Zayo-France") A French entity	Zayo-France is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-France provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.

Country(ies)	Affiliate Name	Description of the Company
Norway **(WTO Member)**	Zayo Group UK Limited ("Zayo-UK") A UK entity	Zayo-UK is an indirect, wholly owned subsidiary of FR TopCo, LLC. Zayo-UK provides dedicated fiber networks primarily used for data services, lit services, and access to network facilities.
Malta **(WTO Member)**	Melita	Melita, an EQT portfolio company, provides high speed Internet, High-Definition Digital Television, Fixed Telephony and 5G Mobile to consumers and businesses in Malta
China **(WTO Member)**	SBTM Online (Suzhou) Co., Ltd.*	SBTM Online (Suzhou) Co., Ltd. is a SoftBank subsidiary that provides international transport and managed network services.
	SB Telecom China (Shanghai) Co., Ltd.*	SB Telecom China (Shanghai) Co., Ltd. is a SoftBank subsidiary that provides international transport and managed network services.
Thailand **(WTO Member)**	SB Telecom (Thailand) Co., Ltd.*	SB Telecom (Thailand) Co., Ltd. is a SoftBank subsidiary that provides international transport and managed network services.

Certification

On behalf of Front Range Intermediate, Inc. ("Zayo Parent") and its subsidiaries, I certify that all of the information contained in this Joint Application for Consent to Transfer Control of Domestic and International Authority of Fiber AssetCo LLC; Fiber NewCo, LLC; Zayo Group, LLC; Zayo Network Services, LLC; Zayo Education, LLC; and ENA Healthcare Services, LLC Pursuant to Section 214 of the Communications Act, as Amended and the Exhibits attached are true and correct to the best of my knowledge and belief.

Pursuant to 47 CFR § 63. l 8(q). I also certify that Zayo Parent agrees:

1. To comply with all applicable Communications Assistance for Law Enforcement Act (CALEA) requirements and related rules and regulations, including any and all FCC orders and opinions governing the application of CALEA, pursuant to the Communications Assistance for Law Enforcement Act and the Commission's rules and regulations in Title 47, chapter I, part 1, subpart Z;

2. To make communications to, from, or within the United States, as well as records thereof, available in a form and location that permits them to be subject to a valid and lawful request or legal process in accordance with U.S. law, including but not limited to:
   a. The Wiretap Act. 18 U.S.C. § 2510 et seq.;
   b. The Stored Communications Act, 18 U.S.C. § 2701 et seq.;
   c. The Pen Register and Trap and Trace Statute. 18 U.S.C. § 3121 et seq.; and
   d. Other court orders. subpoenas or other legal process;

3. To designate a point of contact, who is located in the United States and is a U.S. citizen or lawful U.S. permanent resident, for the execution of lawful requests and as an agent for legal service of process;

4. That Zayo Parent is responsible for the continuing accuracy and completeness of all information submitted, whether at the time of submission of the application or subsequently in response to either the Commission or the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector's ("Committee") request, as required under section 1.65(a) of the Commission's rules, and to inform the Commission and the Committee of any substantial and significant changes while an application is pending;

5. That after the application is no longer pending for purposes of section 1.65 of the Commission's rules, Zayo Parent will notify the Commission and the Committee of any changes in the authorization holder or licensee information and/or contact information promptly, and in any event, within thirty (30) days; and

6. That Zayo Parent understands that if it fails to fulfill any of the conditions and obligations set forth in the certifications set out in section 63.18(q) of the Commission's rules or in the grant of an application or authorization and/or that if the information provided to the United States Government is materially false, fictitious, or fraudulent, it may be subject to all

remedies available to the United States Government, including but not limited to revocation and/or termination of the Commission's authorization or license, and criminal and civil penalties, including penalties under 18 U.S.C. § 1001.

I certify under penalty of perjury that the foregoing is true and correct.

Executed: March 4, 2026

Lauren Lantero
Chief Legal Officer
Front Range Intermediate, Inc.
Fiber AssetCo LLC
Fiber NewCo LLC
Zayo Group, LLC
Zayo Network Services, LLC
Zayo Education, LLC
ENA Healthcare Services, LLC

Certification

On behalf of DigitalBridge Group, Inc. ("DigitalBridge") and its subsidiaries and affiliates, I certify that all of the information contained in this Joint Application for Consent to Transfer Control of Domestic and International Authority of Fiber AssetCo LLC; Fiber NewCo, LLC; Zayo Group, LLC; Zayo Network Services, LLC; Zayo Education, LLC; and ENA Healthcare Services, LLC Pursuant to Section 214 of the Communications Act, as Amended and the Exhibits attached are true and correct to the best of my knowledge and belief.

Pursuant to 47 CFR § 63. l 8(q). I also certify that DigitalBridge agrees:

1. To comply with all applicable Communications Assistance for Law Enforcement Act (CALEA) requirements and related rules and regulations, including any and all FCC orders and opinions governing the application of CALEA, pursuant to the Communications Assistance for Law Enforcement Act and the Commission's rules and regulations in Title 47, chapter I, part 1, subpart Z;

2. To make communications to, from, or within the United States, as well as records thereof, available in a form and location that permits them to be subject to a valid and lawful request or legal process in accordance with USlaw, including but not limited to:
   a. The Wiretap Act. 18 U.S.C. § 2510 et seq.;
   b. The Stored Communications Act, 18 U.S.C. § 2701 et seq.;
   c. The Pen Register and Trap and Trace Statute. 18 U.S.C. § 3121 et seq.; and
   d. Other court orders. subpoenas or other legal process;

3. To designate a point of contact, who is located in the United States and is a U.S. citizen or lawful U.S. permanent resident, for the execution of lawful requests and as an agent for legal service of process;

4. That DigitalBridge is responsible for the continuing accuracy and completeness of all information submitted, whether at the time of submission of the application or subsequently in response to either the Commission or the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector's ("Committee") request, as required under section 1.65(a) of the Commission's rules, and to inform the Commission and the Committee of any substantial and significant changes while an application is pending;

5. That after the application is no longer pending for purposes of section 1.65 of the Commission's rules, DigitalBridge will notify the Commission and the Committee of any changes in the authorization holder or licensee information and/or contact information promptly, and in any event, within thirty (30) days; and

6. That DigitalBridge understands that if it fails to fulfill any of the conditions and obligations set forth in the certifications set out in section 63.18(q) of the Commission's rules or in the grant of an application or authorization and/or that if the information provided to the United States Government is materially false, fictitious, or fraudulent, it may be subject to all

remedies available to the United States Government, including but not limited to revocation and/or termination of the Commission's authorization or license, and criminal and civil penalties, including penalties under 18 U.S.C. § 1001.

I certify under penalty of perjury that the foregoing is true and correct.

Executed: March 4, 2026

____

Geoffrey Goldschein
Chief Legal Officer
DigitalBridge Group, Inc.

Certification

On behalf of Duncan Holdco LLC ("Duncan") and its subsidiaries and affiliates, I certify that all of the information contained in this Joint Application for Consent to Transfer Control of Domestic and International Authority of Fiber AssetCo LLC; Fiber NewCo, LLC; Zayo Group, LLC; Zayo Network Services, LLC; Zayo Education, LLC; and ENA Healthcare Services, LLC Pursuant to Section 214 of the Communications Act, as Amended and the Exhibits attached as they pertain to Duncan, its indirect corporate parent SoftBank Group Corp. ("SoftBank"), and Duncan's and SoftBank's affiliates is true and correct to the best of my knowledge and belief.

Pursuant to 47 CFR § 63.18(q), I also certify that Duncan agrees:

1. To comply with all applicable Communications Assistance for Law Enforcement Act ("CALEA") requirements and related rules and regulations, including any and all Federal Communications Commission ("Commission") orders and opinions governing the application of CALEA, pursuant to CALEA and the Commission's rules and regulations in 47 C.F.R. Part 1, Subpart Z;

2. To make communications to, from, or within the United States, as well as records thereof, available in a form and location that permits them to be subject to a valid and lawful request or legal process in accordance with U.S. law, including but not limited to:
    a. The Wiretap Act, 18 U.S.C. § 2510 *et seq.*;
    b. The Stored Communications Act, 18 U.S.C. § 2701 *et seq.*;
    c. The Pen Register and Trap and Trace Statute, 18 U.S.C. § 3121 *et seq.*; and
    d. Other court orders, subpoenas or other legal process;

3. That it has designated a point of contact who is located in the United States and is a U.S. citizen or lawful U.S. permanent resident, for the execution of lawful requests and as an agent for legal service of process;

4. That Duncan is responsible for the continuing accuracy and completeness of all information submitted, whether at the time of submission of the application or subsequently in response to either the Commission or the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector's ("Committee's") request, as required under section 1.65(a) of the Commission's rules, and that it will inform the Commission and the Committee of any substantial and significant changes while the application is pending;

5. That after the application is no longer pending for purposes of section 1.65(a) of the Commission's rules, it will notify the Commission and the Committee of any changes in the authorization holder or licensee information and/or contact information promptly, and in any event, within thirty (30) days; and

6. That Duncan understands that if it fails to fulfill any of the conditions and obligations set forth in the certifications set out in section 63.18(q) of the Commission's rules or

in the grant of an application or authorization and/or that if the information provided to the United States Government is materially false, fictitious, or fraudulent, it may be subject to all remedies available to the United States Government, including but not limited to revocation and/or termination of the Commission's authorization or license, and criminal and civil penalties, including penalties under 18 U.S.C. § 1001.

I certify under penalty of perjury that the foregoing is true and correct.

Executed: March 4, 2026

Varun Aravapally
Director
Duncan Holdco LLC

Attachment 2

May 1, 2026

<u>Via ECFS and ICFS</u>

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
45 L Street, NE
Washington, D.C. 20554

Re: Supplement: Joint Application for Consent to Transfer Control of Domestic and International Section 214 Authority

ICFS File No. ITC-T/C-20260304-00065
WC Docket No. 26-56

Dear Ms. Dortch:

DigitalBridge Group, Inc. ("DigitalBridge") and Duncan Holdco LLC ("Duncan," and together with DigitalBridge, the "Applicants") submit this letter to supplement the above-referenced Joint Application[1] to reflect the international section 214 authority held by IFB AssetCo LLC, which recently received such authority pursuant to a *pro forma* internal structural change that accompanied the recently-approved transaction involving the transfer of control of Commission licensees from Crown Castle Operating Company to Fiber FinCo, LLC (the "Zayo/Crown Transaction").[2]

As explained in the Joint Application, indirect control of the domestic and international section 214 holders involved in the Zayo/Crown Transaction ultimately will transfer to Duncan – and thus to SoftBank Group Corp. as the ultimate corporate parent of Duncan – upon consummation of the Proposed Transaction, which is expected to close after consummation of the Zayo/Crown Transaction.[3] At the time the Joint Application was filed, the international

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[1] *See Joint Application for Transfer of Control of Domestic and International Section 214 Authorization Holders*, WC Docket No. 26-56, ICFS File No. ITC-T/C-20260304-00065 (filed Mar. 5, 2026) (the "Joint Application").

[2] *See Domestic Section 214 Application Granted for the Transfer of Control of Certain Subsidiaries of Crown Castle Operating Company to Fiber FinCo, an Indirect Subsidiary of EQT AB and DigitalBridge Group, Inc.*, Public Notice, DA 26-405 at 3 (WCB Apr. 24, 2026) ("*April 24 Public Notice*") (citing Letter from Russell M. Blau, *et al.*, Counsel to Applicants, to Marlene H. Dortch, FCC, WC Docket No. 25-174 and ICFS File No. ITC-ASG-20250515-00046 (filed Apr. 17, 2026)).

[3] *See* Joint Application at 3. At the time the Joint Application was filed, the Applicants identified Fiber NewCo LLC (international section 214 authority), Fiber AssetCo LLC (domestic section 214 authority), and Fiber AssetCo-CA LLC (domestic section 214 authority) as Commission licensees involved in the Zayo/Crown Transaction for which indirect control subsequently would transfer to Duncan in the Proposed Transaction.

section 214 authority at issue in the Zayo/Crown Transaction (ICFS File No. ITC-214-20001128-00698) was expected to be held by Fiber NewCo LLC.[4] However, on April 17, 2026, that authority was assigned to IFB AssetCo LLC as part of amendments to the related transfer of control applications in the Zayo/Crown Transaction.[5]

Because the international section 214 authority now held by IFB AssetCo LLC is no longer held by the entity identified in the Joint Application, the Applicants hereby supplement the Joint Application to reflect the fact that IFB AssetCo LLC now holds this authority rather than Fiber NewCo LLC. All references to Fiber NewCo LLC in the Joint Application should be read as IFB AssetCo LLC, *mutatis mutandis*. Additional information about IFB AssetCo LLC, reflecting the planned closing of the Zayo/Crown Transaction, is set forth below:

IFB AssetCo LLC (a Delaware limited liability company)
1401 Wynkoop Street
Suite 500
Denver, Colorado 80202
Tel: 303-381-3239
FRN: 0038276374

DigitalBridge and Duncan expect that, following Commission approval of the pending Zayo/Crown application to transfer control of IFB AssetCo LLC, and consummation of that transfer of control as part of the Zayo/Crown Transaction, the Applicants will further supplement the record in this docket to confirm that control of IFB AssetCo LLC and its international section 214 authority will transfer from DigitalBridge to Duncan as part of the Joint Application.

* * *

[4] *See id.*

[5] *See April 24 Public Notice* at 3.

Should you have any questions concerning this supplement, please contact the undersigned.

Respectfully submitted,

Duncan Holdco LLC

/s/ Yaron Dori
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Yaron Dori
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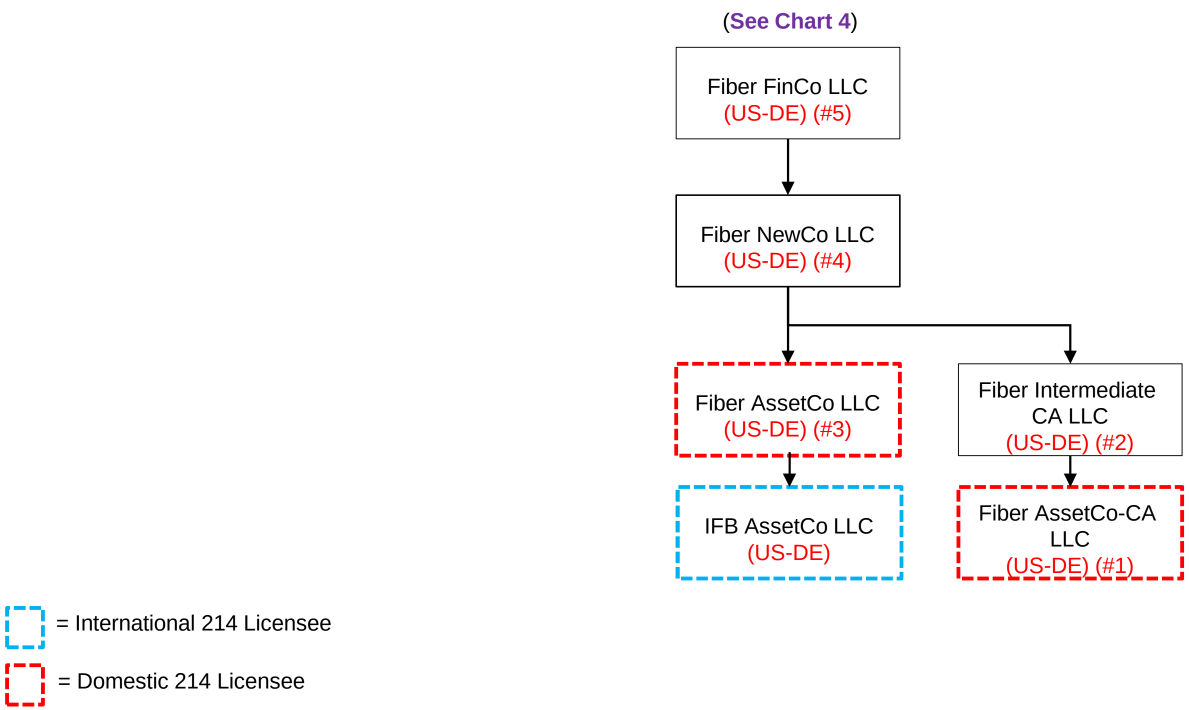
Counsel for DigitalBridge Group, Inc.

Attachment 3

Supplemental Pre-Transaction Ownership Structure Charts

CHART 5

OWNERSHIP STRUCTURE OF ZAYO/CROWN LICENSEES*



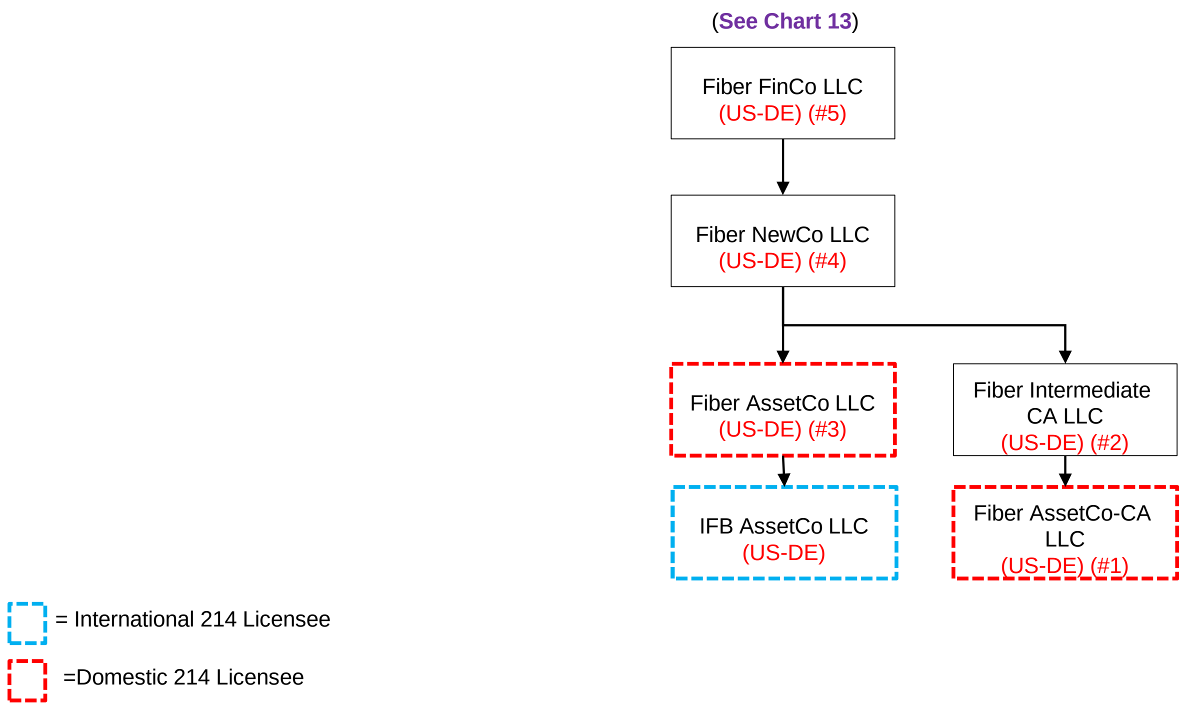
*All ownership/voting percentages are 100

(#) indicates cross-reference to Exhibit A.

Supplemental Post-Transaction Ownership Structure Charts

CHART 14

OWNERSHIP STRUCTURE OF ZAYO/CROWN LICENSEES*



*All ownership/voting percentages are 100%

(#) indicates cross-reference to Exhibit A.

Attachment 4

June 26, 2026

Via ECFS and ICFS

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
45 L Street, NE
Washington, D.C. 20554

Re: Supplement: Joint Application for Consent to Transfer Control of Domestic and International Section 214 Authority

ICFS File No. ITC-T/C-20260304-00065
WC Docket No. 26-56

Dear Ms. Dortch:

DigitalBridge Group, Inc. ("DigitalBridge") and Duncan Holdco LLC ("Duncan," and together with DigitalBridge, the "Joint Applicants") submit this letter to supplement the above-referenced Joint Application[1] so as to memorialize and affirm the Applicants' intention and commitment to abide by the terms of the Letter of Agreement ("LOA") executed on May 22, 2026, by Front Range Intermediate, Inc. and its subsidiaries, including Fiber FinCo, LLC, and their subsidiaries holding Section 214 authorizations from the FCC. The LOA reflects commitments made to the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (the "Committee") to address certain national security and law enforcement risks identified by the Committee. The Joint Applicants further clarify that the LOA, a copy of which is attached, is the "Expected 2026 LOA" referenced in the Joint Application[2] and is today in effect.[3]

The Joint Applicants are prepared to provide any additional information required by the Commission or the Committee with respect to the affirmations contained herein.

Should you have any questions concerning this supplement, please contact the undersigned.

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[1] See *Joint Application for Transfer of Control of Domestic and International Section 214 Authorization Holders*, WC Docket No. 26-56, ICFS File No. ITC-T/C-20260304-00065 (filed Mar. 5, 2026) (the "Joint Application").

[2] *See* Joint Application at p. 30 (ICFS File No. ITC-T/C-20260304-00065).

[3] *See* ICFS File No. ITC-ASG-20250515-00046.

Respectfully submitted,

Duncan Holdco LLC

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Counsel for DigitalBridge Group, Inc.

ATTACHMENT

May 22, 2026

Chief, Foreign Investment Review Section ("FIRS")
Deputy Chief, Compliance and Enforcement (FIRS)
On Behalf of the Assistant Attorney General for National Security
United States Department of Justice
National Security Division
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Washington, DC 20002
Compliance.Telecom@usdoj.gov

Global Investment and Economic Security Directorate, Director
Undersecretary of Acquisition and Sustainment
U.S. Department of War
1400 Defense Pentagon
Washington, DC 20301
osd.mc-alex.ousd-a-s.list.team-telecom-monitoring@mail.mil

Assistant Secretary for Trade and Economic Security
Office of Strategy, Policy, and Plans
Mail Stop 0445
U.S. Department of Homeland Security
2707 Martin Luther King Jr. Ave., SE
Washington, DC 20528-0445
compliance@hq.dhs.gov

Subject: Application Filed for the Transfer of Control of Certain Subsidiaries of Crown Castle Operating Company ("CCOC") to Fiber FinCo, LLC ("Fiber FinCo")
FCC File Nos. ITC-ASG-20250515-00046; WC Docket No. 25-174
TT 2025-016 and 017

Dear Sir/Madam:

This Letter of Agreement ("LOA" or "Agreement") sets forth the commitments that Front Range Intermediate, Inc. ("Zayo Parent") and its subsidiaries, including Fiber FinCo, LLC ("Fiber FinCo"), and their subsidiaries holding Section 214 authorizations from the FCC (together with Fiber FinCo, the "Licensees")[1] (Zayo Parent together with the Licensees, the "Companies"), make to the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (the "Committee"), the U.S. Department of Justice ("DOJ"),[2] the U.S. Department of War ("DoW"), and the U.S. Department of Homeland

[1] At the time of closing the transaction the following subsidiaries of Zayo Parent will hold Section 214 Authorizations: Zayo Group, LLC; Zayo Network Services, LLC, Fiber AssetCo LLC; Fiber AssetCo-CA LLC, IFB AssetCo LLC, Zayo Education, LLC and ENA Healthcare Services, LLC.
[2] DOJ includes the Federal Bureau of Investigation ("FBI").

Security ("DHS") (together, the "Compliance Monitoring Agencies" or "CMAs") to address national security and law enforcement risks arising from the above-referenced application seeking Federal Communications Commission ("FCC" or "Commission") consent for the transfer of control of authorizations granted pursuant to Section 214 of the Communications Act of 1934, as amended (the "Act"), and its implementing regulations, held by wholly owned subsidiaries of Zayo Parent.

The Companies certify as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements they or their representatives have made to the Committee, DOJ, DoW, DHS, and the FCC in the course of the review of the above-referenced applications and petition that was conducted pursuant to Executive Order 13913,[5] and hereby adopt those statements as the basis for this LOA.

On the Date of FCC Approval, this LOA will supersede and replace in its entirety the LOA dated January 21, 2020 from Zayo Parent to DOJ and DHS (the "2020 LOA").[6]

<u>Definitions</u>

1) For purposes of this LOA, the following definitions apply:

a. "Access" means: (1) to enter a location; or (2) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology ("IT") systems, cloud computing platforms, networks, security systems, and equipment (software and hardware). For the avoidance of doubt, Access shall be construed broadly to include rather than exclude considered conduct.

b. "Call Detail Record" ("CDR") means the data records or call log records that contain information about each call made by a user and processed by a switch, call manager, or call server.

c. "Customer Proprietary Network Information" ("CPNI") means as set forth in 47 U.S.C. § 222(h)(1).

d. "Cybersecurity Incident Response Plan" means a plan or processes put in place to develop and implement the appropriate activities to take action regarding a detected cybersecurity event that has been determined to have an impact on the organization prompting the need for response and recovery.

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[5] 85 Fed. Reg. 19643 (Apr. 8, 2020).

[6] *See Applications Filed For The Transfer of Control of Zayo Group, LLC, Electric Lightwave, LLC, And Allstream Business Us, LLC To Front Range Topco, Inc.*, Memorandum Opinion and Order and Declaratory Ruling, 34 FCC Rcd 12344 (Feb. 6, 2020); WC Docket No. 19-166; ICFS File Nos. ITC-T/C-20190614-00121, ITC-T/C-20190614-00122, ITC-T/C-20190617-00123, SCL-T/C-20190614-00018, ISP-PDR-20190620-00004, ULS 0008686969 (conditioning grant on the applicants' adoption of the 2020 LOA).

e. “Date of FCC Approval” means the date on which the FCC releases a public notice granting the FCC applications. If the FCC releases public notices granting the applications on multiple dates, the latest date will be the Date of FCC Approval.

f. “Domestic Communications” (“DC”) means:

(i) Wire Communications or Electronic Communications, as defined by 18 U.S.C. § 2510, (whether stored or not), from one location within the United States, including its territories, to another location within the United States; or

(ii) The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States or its territories.

g. “Domestic Communications Infrastructure” (“DCI”) means any system that supports any communications originating or terminating in the United States, including its territories, including any transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, *e.g.*, Microsoft Office) used by, or on behalf of, the Licensees to provide, process, direct, control, supervise, or manage DC, not including the systems of entities for which the Licensees have a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network Access.

h. “Electronic Surveillance” means:

(i) The interception of wire, oral, or electronic communications as set forth in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as set forth in 50 U.S.C. § 1801(f);

(ii) Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*;

(iii) Acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as set forth in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*;

(iv) Acquisition of location-related information concerning a subscriber or facility;

(v) Preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and

(vi) Access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (i) through (v) above and comparable state laws.

i. “Foreign” means non-United States, or its territories.

j. “Foreign Person with Access” means any non-U.S. citizen (including management, owners, employees, contractors, Service Provider employees, Principal Equipment provider employees, other third-party employees, or any other natural person) who has Access to: (1) U.S. Records; (2) DCI/Principal Equipment; (3) physical facilities under the Licensees’ control; (4) Lawful U.S. Process; or (5) DC. For the avoidance of doubt, this category includes the subcategory of “Foreign Persons with Privileged Access.”

k. “Foreign Person with Privileged Access” means any Foreign Person with Access to the following: (1) Sensitive U.S. Records, defined as: Sensitive Personal Data, social security numbers, financial account data (*e.g.*, bank account numbers, credit card numbers), place of birth, health data, biometric data, and geolocation data; (2) DCI/Principal Equipment, if the Access is read/write Access; (3) Lawful U.S. Process; or (4) DC.

l. “Geolocation Data” means any information collected by the Licensees from their customers regarding a customer’s location or the customer’s device location.

m. “Government” means any government, or governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, judicial or arbitral body.

n. “Internet Protocol Detail Record” (“IPDR”) means information about internet protocol-based usage and other activities that can be used by operation support systems (“OSS”) and business support systems (“BSS”) by recording data statistics that provide network insight on capacity, subscriber usage, and proactive network maintenance.

o. “Lawful U.S. Process” means U.S. federal, state, tribal, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for Electronic Surveillance, physical search and seizure, production of tangible things, or Access to or disclosure of DC, call-associated data, transactional data, Subscriber Information, or associated records.

p. “Managed Service Provider” (“MSP”) means any third party that has Access to Principal Equipment for the purpose of:

(i) Network operation; provisioning of Internet and telecommunications services; routine, corrective, and preventative maintenance, including switching, routing, and testing; network and service monitoring; network performance, optimization, and reporting; network audits, provisioning, creation and implementation of modifications or upgrades; or

(ii) Provision of DC or operation of DCI/Principal Equipment, including customer support; OSS; BSS; Network Operations Centers (as defined below); information technology; cloud operations/services; Software Defined Networking, Network Functions Virtualization, Applications; and data center services and operations.

q. "Network Operations Center" ("NOC") means any locations and facilities (including remote locations and facilities) performing network management, monitoring, accumulating accounting and usage data, maintenance, user support, or other operational functions for DC.

r. "Personally Identifiable Information" ("PII") means any information that uniquely identifies and correlates to a natural person or can be used to distinguish or trace a natural person's identity, alone, including a natural person's name, social security number, or biometric records, or when combined with other personal or identifying information that is linked or linkable to a specific individual, including date and place of birth, or parent's surname.

s. "Principal Equipment" ("PE") means all telecommunications and information network equipment (*e.g.*, hardware, software, platforms, operating systems, applications, protocols) that supports core telecommunications or information services, functions, or operations.

t. "Security" means a condition that results from the establishment and maintenance of protective measures that enable an organization to perform its mission or critical functions despite risks posed by threats to its use of systems. Protective measures may involve a combination of deterrence, avoidance, prevention, detection, recovery, and correction that should form part of the organization's risk management approach.

u. "Security Incident" means:

(i) Any known or suspected breach of this LOA, including a violation of any approved plan, policy, or procedure under this LOA;

(ii) Any unauthorized Access to, or disclosure of, the Licensees' DC, DCI/PE, Lawful U.S. Process, or U.S. Records;

(iii) Unauthorized Access to, or disclosure of, any information relating to services provided by the Licensees, or referring or relating in any way to the Licensees' customers in the United States or its territories;

(iv) Any unauthorized Access to, or disclosure of, information of the Licensees obtained from or relating to Government entities;

(v) Any one or more of the following which affect the Companies' computer network(s) or associated information systems involved in the Licensees' U.S. services:

A. Unauthorized disruptions to a service or denial of a service;
B. Unauthorized processing or storage of data;
C. Unauthorized modifications to system hardware, firmware, or software, including the identification of vulnerabilities introduced through a cyber supply chain compromise;
D. Unplanned incidents that cause activation of the Companies' Cybersecurity Incident Response Plan(s), as related to the Licensees;
E. Attempts from unauthorized sources to Access systems or data if these attempts to Access systems or data may materially affect the Companies' ability to comply with the terms of this LOA; or
F. An unauthorized occurrence that (1) actually or imminently jeopardizes the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

v. "Sensitive Personal Data" means sensitive personal data as set forth in 31 C.F.R. § 800.241.

w. "Service Provider" means any entity (to include but not limited to any parents, subsidiaries, and affiliates of the Companies, as well as contractors, subcontractors, or Government agencies) that provides any service that could result in such entity having Access to the Licensees' DC, DCI/PE, Lawful U.S. Process, or U.S. Records. Such services include but are not limited to: MSP services; NOC(s) services; network maintenance, management, or monitoring services; billing or customer support services; network security services; assistance in fulfilling the obligations of this LOA; and providing, installing, operating, updating, repairing, managing, monitoring, or maintaining PE.

x. "Subscriber Information" means any information of the Licensees of the type referred to and accessible subject to the procedures set forth in 18 U.S.C. § 2703(c)(2) or 18 U.S.C. § 2709, as amended or superseded.

y. "U.S. Records" means Licensees' customer billing records, Subscriber Information, PII, Sensitive Personal Data, CDRs, IPDRs, CPNI, Geolocation Data, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by the Licensees within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. §§ 2703(c), (d) and 18 U.S.C. § 2709.

Law Enforcement Point of Contact

2) The Licensees agree to designate and maintain a U.S. law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by the CMAs. The LEPOC shall be a U.S. citizen residing in the United States or its territories unless the CMAs otherwise agree in writing. The Licensees may also designate and maintain an alternate LEPOC ("Alternate LEPOC") to fulfill the responsibilities of the LEPOC in the event of the LEPOC's unavailability. The LEPOC must be approved by the CMAs to receive service of Lawful U.S. Process including for U.S. Records, and, where possible, to assist and support lawful requests for Electronic Surveillance or production of U.S. Records by U.S. federal, state, tribal, and local law enforcement agencies.

3) The Licensees agree to provide the LEPOC's PII to the CMAs, in a format the CMAs will identify, along with the proposed LEPOC's curriculum vitae or similar professional synopsis within **15 days** of the Date of FCC Approval. The CMAs agree to object or non-object within **15 days** from receiving the LEPOC's PII or the last of any additional requested information.

4) The Licensees agree to notify the CMAs in writing at least **30 days** prior to modifying its LEPOC for the CMAs' objection or non-objection. For those cases involving the unexpected firing, resignation, or death of the LEPOC, written notice will be provided within **five (5) days** of such event, and the Licensees agree to nominate a replacement LEPOC within **30 days** of such notification. Under these circumstances, the CMAs will object or non-object to the replacement LEPOC within **30 days** of notification. All LEPOC submissions will include the proposed LEPOC's PII, in a format the CMAs will identify, along with the proposed LEPOC's curriculum vitae or similar professional synopsis. Upon the CMAs' request, the Licensees agree to make the proposed LEPOC available for an interview with the CMAs.

5) The Licensees agree that the designated LEPOC will have Access to all DC, DCI, or U.S. Records necessary to facilitate responses to Lawful U.S. Process and will handle Lawful U.S. Process and requests for information consistent with the Lawful U.S. Process and Requests for Information section of this LOA.

Security Officer

6) The Licensees agree to designate and maintain a security officer ("Security Officer") who is a U. S. citizen residing in the United States or its territories, unless the CMAs

otherwise agree in writing. The Licensees may also designate and maintain an alternate security officer ("Alternate Security Officer") to fulfill the responsibilities of the Security Officer in the event of the Security Officer's unavailability. The proposed Security Officer (and any Alternate Security Officer) must be eligible for a "Secret" level or higher U.S. Government security clearance. The Security Officer and any Alternate Security Officer, if the Security Officer is not available, will be responsible for implementing the terms of this LOA, ensuring the employees are appropriately trained in LOA compliance, and acting as a liaison to the CMAs regarding compliance with the LOA and to address any national security or law enforcement issues arising during the Licensees' due course of business. The Security Officer and any Alternate Security Officer will have the appropriate senior-level corporate authority, independence, technical skills, resources, and access to business information within the Licensees to perform their duties under this LOA.

7) The Security Officer will be available **24 hours** per day, **7 days** per week, to respond to and address any national security or law enforcement concerns that the CMAs may raise with respect to the Licensees or their operations, except that if Licensees designate an Alternate Security Officer, then in the event that the Security Officer is unavailable, the Alternate Security Officer will be available to respond to and address such concerns. Upon the CMAs' request, the Security Officer or, as applicable, Alternate Security Officer, will be available in person within the United States or its territories, or if the Licensees request and the CMAs agree, by video conference, within **72 hours**, at a date and location, including in a classified setting or by video conference, as deemed necessary by the CMAs.

8) The Licensees agree to timely nominate their Security Officer and any Alternate Security Officer. Specifically:

a. The Licensees agree to nominate a proposed candidate for Security Officer to the CMAs within **15 days** of the Date of FCC Approval. The CMAs agree to object or non-object within **30 days** of receiving the Security Officer's PII or the last of any additional requested information. If the CMAs non-object to the nominee, the Licensees will appoint the Security Officer within **three (3) days** following the CMAs' non-objection. If the CMAs object to the Security Officer nominee, the Licensees will nominate a new candidate within **30 days** following receipt of such objection.

b. The Licensees agree to notify the CMAs in writing at least **30 days** prior to any proposed change to their Security Officer for the CMAs' objection or non-objection. For those cases involving the unexpected firing, resignation, incapacitation, or death of the Security Officer, written notice will be provided within **five (5) days** of such event. Under these circumstances, the Licensees agree to nominate a replacement Security Officer within **30 days** of such notification. Any new Security Officer will be subject to the CMAs' review and non-objection under this paragraph. For the avoidance of doubt, Licensees shall not remove the Security Officer for any reason arising from the Security Officer's attempts to comply with or ensure the Licensees' compliance with this LOA.

c. In the event that the Licensees designate an Alternate Security Officer, the Licensees will nominate a proposed candidate for Alternate Security Officer at least **30 days** prior to the date on which the Licensees propose to designate that individual as an Alternate Security Officer. The CMAs will object or non-object to the Alternate Security Officer within **30 days** of notification.

d. The Licensees further agree to not maintain a vacancy or suspension of the Security Officer position for a period of more than **60 days**.

e. For each nomination for a Security Officer (or Alternate Security Officer) the Licensees will provide the proposed nominee's PII to the CMAs in a format the CMAs will identify, along with the nominee's curriculum vitae or similar professional synopsis. The Licensees further agree to include with the nomination a plan for how the proposed Security Officer will ensure the Licensees' employees are appropriately trained in compliance with this LOA. Upon the CMAs' request, the Licensees agree to make the proposed Security Officer (or Alternate Security Officer) available for a pre-appointment interview with the CMAs. The Licensees agree to address concerns raised by the CMAs regarding the selection and identity of the Security Officer and any Alternate Security Officer.

<u>Personnel Screening</u>

9) The Licensees agree to implement, either directly or through an approved vendor, a process to screen newly hired personnel who have Access to DC, DCI/PE, Lawful U.S. Process, or U.S. Records, as related to the Licensees' U.S. services subject to this LOA (*e.g.* Licensees' personnel, personnel of Licensees' affiliates, PE vendor personnel, Service Provider personnel). The personnel screening process will be reflected in a written policy ("Screening Policy") and shall include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Upon satisfactory completion of the requirements set forth in the Screening Policy, such persons will be considered "Screened Personnel." The Licensees further agree to provide the CMAs with the Screening Policy no later than **60 days** after the Date of FCC Approval. The CMAs will object or non-object to the Screening Policy within **60 days** of receipt.

10) The Licensees further agree to re-screen existing personnel and Screened Personnel at least every **five (5) years**.

11) The Licensees agree to provide information to the CMAs regarding all Foreign Persons with Access (including, but not limited to, Foreign employees, Foreign employees of affiliates, and Foreign employees of Service Providers).[7] With respect to any Foreign Persons with Access as of the Date of FCC Approval, the Licensees will provide the following within **30 days** of the Date of FCC Approval, in a format the CMAs will identify:

[7] *See* the Service Providers section for additional details regarding Service Provider employees with Access.

a. The number of Foreign Persons with Access and a description of all categories of Access, as provided in Paragraphs 1(j) and 1(k) of this LOA, including a specific identification of the numbers of Foreign Persons with Access that qualify as Foreign Persons with Privileged Access; and

b. The countr(y)(ies) from which the Foreign Persons with Access have Access; and

c. The citizenship(s) of the Foreign Persons with Access.

Following the initial submission of information about Foreign Persons with Access, the Licensees will provide updated information as described above annually as part of the Annual Report, and otherwise within **14 days** of the CMAs' request.

12) For any Foreign Persons with Privileged Access as of the Date of FCC Approval, the Licensees agree to provide PII and additional information about the Access for such persons, in a format the CMAs will identify, within **30 days** of the Date of FCC Approval. The CMAs will object or non-object to any Foreign Persons with Privileged Access within **30 days** of receiving the information.

13) The Licensees agree to submit, in a format CMAs will identify, the PII and additional information about the Access for new Foreign Persons with Privileged Access no less than **30 days** prior to the date by which the Licensees seek to grant such Access. The Licensees further agree to provide PII and additional information about the Access (in a format the CMAs will identify) for Foreign Persons with Access who do not qualify as Foreign Persons with Privileged Access, if the CMAs request it. The CMAs will object or non-object to Foreign Persons with Privileged Access and Foreign Persons with Access for whom PII is provided within **30 days** of receiving notice. The Licensees will provide a current list of all Foreign Persons with Privileged Access, with a description of the Access and the date the Person's information was submitted to CMAs, annually with the Annual Report described in Paragraph 44 of this LOA.

<u>Lawful U.S. Process and Requests for Information</u>

14) The Licensees agree to comply with all applicable lawful interception statutes, regulations, and requirements, as well as comply with all court orders and other Lawful U.S. Process for lawfully authorized Electronic Surveillance. The Licensees further agree to certify to the CMAs the Licensees' compliance with the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001–10, and its implementing regulations, within **30 days** from the Date of FCC Approval.

15) The Licensees agree to provide notice of any material modification to its lawful intercept capabilities to the CMAs within **30 days** of such modification and will re-certify their compliance with CALEA no more than **60 days** following their notice to the CMAs of any material new facilities, services, or capabilities.

16) Upon receipt of any Lawful U.S. Process, the Licensees agree to place any and all information responsive to the Lawful U.S. Process within the territorial boundaries of the United States and otherwise provide information to the requesting officials, in a manner and time consistent with the Lawful U.S. Process and U.S. law, unless an exception applies. The Licensees agree that their designated LEPOC will have Access to all DC, DCI/PE, or U.S. Records necessary to facilitate responses to Lawful U.S. Process.

17) The Licensees agree not to provide, or otherwise allow the disclosure of, or Access to, DC, DCI/PE, or U.S. Records to any Foreign Government or Foreign entity without prior consent of or non-objection by (as applicable) the CMAs or the consent of a court of competent jurisdiction in the United States. Further, the Licensees agree not to provide any Foreign Person with Privileged Access Access to, DC, DCI/PE, or U.S. Records without complying with Paragraphs 12 and 13 of this LOA, including receiving the non-objection of the CMAs, or the consent of a court of competent jurisdiction in the United States.

18) The Licensees agree not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, Foreign entity, or any person not authorized under the Lawful U.S. Process, without prior written consent of the CMAs, or a court of competent jurisdiction in the United States.

19) The Licensees agree to refer any requests for information described in Paragraphs 17 or 18 of this LOA from a Foreign person or a Foreign Government, including any legal process from a Foreign Government, to the CMAs as soon as possible for approval, but in no event later than **five (5) days** after such a request, or legal process, is received by, or made known to, the Licensees, unless disclosure of the request, or legal process, would be in violation of U.S. law, or in violation of an order of a court of competent jurisdiction in the United States.

20) The Licensees agree to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

Security Measures and Plans

21) The Licensees agree to take all appropriate measures to prevent unauthorized Access to or unlawful use of, DC, DCI/PE, Lawful U.S. Process, and U.S. Records, and to prevent the unauthorized disclosure of information relating to DC, DCI/PE, Lawful U.S. Process, and U.S. Records.

22) Within **60 days** of the Date of FCC Approval, the Licensees agree to provide updated copies of the (1) Cybersecurity Plan; and (2) System Security Plan ("SSP") (together the "Plans") for their corporate, management, and production networks that are subject to this LOA to the CMAs for objection or non-objection. The Licensees agree to update the Plans for consistency as relevant with the current version of the National Institute of Standards and Technology ("NIST") Cybersecurity Framework, and incorporate applicable controls found in NIST SP 800-53; NIST SP 800-171; Cybersecurity and Infrastructure Security Agency's ("CISA") Cross-Sector Cybersecurity Performance Goals (or any subsequent applicable sector

specific performance goals); CISA's security requirements published in accordance with section 2(d) of Executive Order 14117, as applicable; and any guidance issued by the FCC. The Licensees agree that their Plans will include, among other things, a detailed plan and timeline to meet any of the NIST, CISA, or FCC standards they have not yet implemented; policies relating to their corporate, management, and production network security, encryption, asset and configuration management, information security, supply chain security, peering and routing security, security incident response and recovery, employee screening and insider threat, Access management, vulnerability identification, mitigation, disclosure, and reporting; remote Access; physical security; cybersecurity; PE and Service Provider screening and Access; maintenance and retention of system logs; periodic third-party security audits, assessments, and pen testing; network segmentation; and protection of DC, DCI, Lawful U.S. Process, U.S. Records, and DCI/PE, including the Licensees' policy or policies governing the voluntary disclosure of customer communications or records. The Licensees will also detail their plans regarding new contracts or amendments to existing contracts with Service Providers and Principal Equipment vendors requiring them to agree to the conditions set forth in the Service Provider and Principal Equipment provisions of this LOA.

23) The Licensees agree that they will update the Plans when appropriate to conform with evolving information security standards, or otherwise make additional modifications to these Plans, if requested by the CMAs, and work with the CMAs to implement such modifications. Following the initial submission of the Plans within **60 days** of the Date of FCC Approval, the Licensees agree to provide updated copies of the Plans annually in accordance with Paragraph 44(m) of this LOA, or otherwise upon the CMAs' request.

24) The Licensees further agree to take timely and appropriate remedial measures, as recommended by CISA, an Information Sharing and Analysis Center ("ISAC"), or similar U.S. authority, to respond to and recover from any cyber or supply chain incident and mitigate vulnerabilities.

U.S. Records and DC: Storage and Backups

25) The Licensees agree to notify the CMAs at least **30 days** prior to storing U.S. Records or DC (including backups) in a new location that has not previously received a non-objection from the CMAs. The CMAs will object or non-object within **60 days** of receipt of the Licensees' submission. The Licensees will provide an updated list of storage locations annually in accordance with Paragraph 44(o) of this LOA. Such notice shall include:

a. A description of the type of information to be stored in the new location;

b. The custodian of the information (even if such custodians are the Licensees);

c. The location where the information is to be stored;

d. Submission under the Service Provider and Principal Equipment provisions of this LOA for any data center, cloud, or backup providers;

e. Updated SSP and Cybersecurity Plans detailing the physical/logical protections at the new location; and

f. The factors considered in deciding to store that information in the new location.

<u>Countries from which Principal Equipment, U.S. Records, Lawful U.S. Process, DC,or DCI are Accessed</u>

26) Within **30 days** of the Date of FCC Approval, the Licensees will provide a list of countries from which Principal Equipment, U.S. Records, Lawful U.S. Process, DC, or DCI are Accessed (by any natural person or entity, including but not limited to personnel of the Companies and Service Provider personnel). The CMAs will object or non-object within **30 days** of receiving such notice. The Licensees will notify the CMAs **30 days** in advance of permitting any Access to Principal Equipment, U.S. Records, Lawful U.S. Process, DC, or DCI from a new country from which Access was not previously approved. The CMAs will object or non-object within **30 days** of receiving such notice.

<u>Reporting Incidents and Breaches</u>

27) The Licensees agree to report to the CMAs promptly, and in any event no later than **72 hours**, after they learn of information that indicates a known or suspected Security Incident.

28) The Licensees agree to require any Service Provider to disclose to the Licensees any data breach of any U.S. Records or DC, or any loss of U.S. Records or DC, whether from a data breach or other cause, within **72 hours** of the Service Provider discovering the breach or loss. The Licensees agree further to require any Service Provider to disclose to the Licensees, within **72 hours** of discovery, any critical exposure, threats, and vulnerabilities associated with the products or services provided to the Licensees that are the result of the insertion of counterfeits, unauthorized production, tampering, theft, or insertion of malicious software and hardware into such products or services or into the Service Provider supply chain.

29) The Licensees agree to notify the CMAs, including the points of contact listed in this LOA, in writing of any Security Incident or breach described in this LOA. For the avoidance of doubt, only one entity need report a Security Incident. Such notification shall take place no later than **72 hours** after the Licensees have knowledge, or are informed by a Service Provider, that the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations. The Licensees will share with the CMAs the results of any internal or third-party investigation or review of the incident, if any, including, but not limited to, any steps taken to mitigate the damage and prevent further Security Incidents or breaches. The Licensees will share such information with the CMAs at regular intervals as agreed with the CMAs until the Security Incident is fully remediated.

30) The Licensees agree to notify the FBI and U.S. Secret Service as provided in 47 CFR § 64.2011 within **seven (7) business days** after reasonable determination that a person without authorization, or in exceeding their authorization, has gained Access to, used, or

disclosed CPNI, whether through the Licensees' network or that of a third party used by the Licensees, and shall electronically report the matter to the central reporting facility through the following portal: https://www.cpnireporting.gov.

Principal Equipment

31) The Licensees agree to provide the CMAs a complete Principal Equipment list within **30 days** of the Date of FCC Approval and annually, including any Principal Equipment that received the CMAs' non-objection pursuant to the 2020 LOA. If, at the Date of FCC Approval, the Licensees have any Principal Equipment (including in inventory) that has not already received non-objection pursuant to the 2020 LOA, the Licensees agree to specifically identify which Principal Equipment is new and which has been previously approved. The CMAs will object or non-object to the Principal Equipment within **60 days** of receipt. Licensees will continue to comply with any conditions previously imposed by DOJ relating to non-objected Principal Equipment under the 2020 LOA.

32) The Licensees agree to notify the CMAs in writing at least **30 days** prior to introducing any new Principal Equipment of a different make or model than the Principal Equipment that has received non-objection pursuant to Paragraph 31.

a. The Licensees also agree to notify the CMAs in writing at least **30 days** prior to modifying any Principal Equipment that has received non-objection pursuant to Paragraph 31 of this LOA. The CMAs will object or non-object to such new Principal Equipment or modification to Principal Equipment notices within **30 days** of receipt.

b. In an emergency situation, Licensees may, without prior notice, replace existing Principal Equipment with equipment produced by the same manufacturer (who has previously been disclosed to CMAs and cleared without objection pursuant to the procedures in Paragraph 31 of this LOA), provided that the CMAs are notified of the new equipment as soon as practicable and in no event later than 48 hours after replacement.

33) The initial Principal Equipment list submitted pursuant to Paragraph 31 of this LOA and any subsequent notices submitted pursuant to Paragraph 32 of this LOA shall include the following information, in a format that the CMAs will identify:

a. PE Manufacturer Information:
   (i) Name;
   (ii) Business address;
   (iii) Internal Revenue Service Employer Identification Number ("EIN"), if available; and
   (iv) Webpage address URL.

b. Equipment Information:
   (i) Make;

(ii) Model/version number;
(iii) Function;
(iv) Country where located; and
(v) Owner (if rented).

c. Notice if the equipment includes logic-bearing (*e.g.*, readable, writable, programmable) hardware, firmware, or software that was designed, produced, or maintained by suppliers owned or controlled by, or subject to the jurisdiction or direction of, a U.S. Foreign Adversary (as designated by the Secretary of Commerce under Executive Order 13873 or any U.S. federal agency given subsequent comparable authority);

d. Notice if the equipment includes logic-bearing (*e.g.*, readable, writable, programmable) hardware, firmware, or software from a provider listed on the FCC's Covered List (*see* FCC, *List of Equipment and Services Covered by Section 2 of the Secure Networks Act*, https://www.fcc.gov/supplychain/coveredlist) or the Commerce Department's Entity List, or subject to a removal or exclusion order issued by the Secretary of Homeland Security, the Secretary of Defense, or the Director of National Intelligence pursuant to the SECURE Technology Act, 41 U.S. Code § 1321 *et seq*.; and

e. If the Principal Equipment received non-objection under the 2020 LOA, the date of submission to the CMAs and the CMAs' non-objection.

34) The Licensees agree to provide to the CMAs updated network diagrams and topology maps showing all facilities, devices, interfaces, Points of Presence ("PoPs"), exchange points, and NOCs within **60 days** of the Date of FCC Approval and annually thereafter.

Service Providers

35) The Licensees agree to provide the CMAs with a list of the Licensees' Service Providers within **30 days** of the Date of FCC Approval, including any Service Providers that received the CMAs' non-objection pursuant to the 2020 LOA. The Licensees agree to specifically identify any Service Providers that have not already received non-objection pursuant to the 2020 LOA on the initial list. The CMAs will object or non-object to the Service Providers that have not already received non-objection pursuant to the 2020 LOA on the initial list within **60 days** of receipt.

36) The Licensees agree to notify the CMAs in writing at least **30 days** prior to the use of any new Service Provider. The CMAs will object or non-object to any new Service Provider within **30 days** of receiving notice.

37) The Licensees agree to notify the CMAs in writing at least **30 days** prior to changing the service offerings or support from a previously identified Service Provider (*i.e.*, where a previously identified Service Provider or vendor will be offering support in a previously

unidentified way). The CMAs will object or non-object to the proposed change in service offerings or support within **30 days** of receiving notice.

38) The initial Service Provider list submitted pursuant to Paragraph 35 of this LOA and any subsequent notices submitted pursuant to Paragraphs 36 and 37 of this LOA shall include the following information for each Service Provider, in a format the CMAs will identify:

a. Company name;
b. Business address;
c. EIN, if available;
d. Webpage address URL, if available.
e. Country of incorporation;
f. Principal place of business;
g. Description of service provided;
h. If a Service Provider received non-objection under the 2020 LOA, the date of the CMAs' non-objection;
i. Information and/or systems Access (*e.g.*, DC, DCI/PE, Lawful U.S. Process, or U.S. Records);
j. Type of Access (read or read/write);
k. The number of the Service Provider's Foreign Persons with Access to DC, DCI/PE, Lawful U.S. Process, or U.S. Records; each country from which they have or will have Access; and the citizenship of the Foreign Persons with Access;
l. PII for any Foreign Persons with Privileged Access in connection with Service Providers that have not already received non-objection pursuant to the 2020 LOA or this LOA;
m. Any Foreign Government ownership, control, or affiliations; and
n. Confirmation that the Service Provider is contractually required, or information detailing a timeline for the adoption of the contractual requirements for the Service Provider, to do the following:

    (i) Screen Employees with Access (pursuant to Paragraphs 9 and 10 of this LOA);
    (ii) Report Security Incidents to the Licensees (pursuant to Paragraph 28 of this LOA);
    (iii) Inform the Licensees of the countries from which Service Provider personnel have Access, and inform the Licensees more than **30 days** in advance of a change in the countries from which Service Provider personnel will have Access;
    (iv) Monthly update the Licensees with the number of Foreign Persons with Access, their locations, and their citizenship;
    (v) Ensure that Service Provider Foreign Persons with Privileged Access are reported to the CMAs pursuant to Paragraphs 12 and 13 of this LOA; and
    (vi) Conform to the Licensees' security policies regarding Service Provider Access.

Upon the CMAs' request, the Licensees will provide additional information about any Service Provider.

Network Operations Center

39) The Licensees agree to notify the CMAs in writing at least **60 days** prior to changing the location or operator of the NOC(s) or backup NOC(s) supporting the Licensees' U.S. services. The CMAs will object or non-object to any new NOC location or operator within **60 days** of receiving notice of the proposed change. The Licensees will provide the address, owner (even if Licensees), Principal Equipment, and MSP(s) (as well as any new Service Providers) of the new NOC(s) with the notification, as well as appropriately updated SSP and Cybersecurity Plans.

Change in Ownership and Service Portfolio

40) The Companies agree to provide the CMAs notice of any material changes to the Licensees' business,[8] including but not limited to corporate structure changes, ownership changes,[9] corporate name changes,[10] business model changes, corporate headquarter location changes, or business operation location changes no less than **30 days** in advance of such change.

41) The Companies agree to provide the CMAs notice within **30 days** of initiating any bankruptcy proceeding or any other legal proceeding undertaken for the purpose of liquidating, reorganizing, refinancing, or otherwise seeking relief from all or some of the Companies' debts.

42) The Licensees agree to provide the CMAs notice of any material change to their current portfolio of service offerings, including offering other services beyond their current

[8] For purposes of this paragraph, "any material changes to the Licensees' business" includes any joint venture and associated commercial agreements in which the Companies intend to engage post-closing, as detailed in the Applicants' Third Supplemental Response to the Committee's Standard Questions, dated May 2, 2025.

[9] For the purposes of this paragraph, "ownership changes" means any of the following: (1) a change in control of any of the Licensees, (2) replacement of a general partner, managing member, or other similar managing fiduciary of , or (3) any new investment by, or change in existing rights of, any non-U.S. individual or non-U.S. entity holding five percent or greater equity interest in Zayo Parent, the Licensees or Fiber FinCo that results in such entity obtaining a right to: (a) manage or control the activities of Zayo Parent, the Licensees or Fiber FinCo; (b) appoint one or more members to a board of directors or similar governing board with control over Zayo Parent, the Licensees or Fiber FinCo; (c) exercise voting interests in Zayo Parent, the Licensees or Fiber FinCo; and/or (d) gain Access to Licensees' DC, DCI/PE, Lawful U.S. Process, or U.S. Records. In addition, with respect to any calendar month during which any non-U.S. ultimate beneficial owner has acquired a direct or indirect equity interest in Licensees of five percent or more, Licensees shall provide an updated list of all non-U.S. ultimate beneficial owners holding or controlling a direct or indirect equity stake (voting or non-voting) of five percent or more in Licensees no later than the end of the following calendar month.

[10] For purposes of this paragraph, "corporate name changes" means any changes in the names of Zayo Parent, the Licensees or Fiber FinCo; any entity that wholly owns Fiber FinCo directly or indirectly; and any new brand names used by Zayo Parent subsidiaries that hold FCC authorizations.

service offerings, no less than **30 days** in advance of such change. The CMAs will object or non-object within **30 days** of receiving such notice.

Instruction of Obligations

43) The Licensees agree to instruct appropriate officers, employees, contractors, and agents as to the Licensees' obligations under this LOA, including the individuals' duty to report any violation, and to issue periodic reminders of such obligations. The Licensees agree to issue initial instructions in writing within **90 days** of the Date of FCC Approval, and provide appropriate live or virtual training within **180 days** of the Date of FCC Approval, and the Licensees agree to submit a copy of such instructions to the CMAs at the same time. The Licensees agree to update these instructions in writing, as needed, and provide appropriate live or virtual training on an annual basis thereafter.

Annual Report

44) The Companies agree to provide an annual report ("Annual Report") to the CMAs regarding their compliance with this LOA, to include, as it relates to the Licensees' U.S. services subject to this LOA:

a. If the Companies submitted no notifications to the CMAs pursuant to this LOA during the preceding year, a Certification that there were no developments that the Companies were required to report under the LOA during the year;

b. A list of any Security Incidents during the prior year, including any failures to comply with the LOA discovered during the preparation of the Annual Report;[11]

c. Description of the Licensees' handling of DC, Lawful U.S. Process, and U.S. Records (*i.e.,* whether handled properly and in accordance with the assurances contained herein, including compliance with CALEA and other U.S. lawful interception statutes, regulations, and requirements) as related to the Licensees;

d. A current report of Foreign Persons with Access and Foreign Persons with Privileged Access as described in Paragraphs 11 through 13 of this LOA;

e. A list of all countries from which DC, DCI/PE, Lawful U.S. Process, and U.S. Records were Accessed in the prior year;

f. A current Principal Equipment list containing the information described in Paragraph 33 of this LOA;

[11] In addition to noting a compliance violation in the Annual Report, Licensees must also separately submit a Security Incident report as required in the Reporting Incidents and Breaches section. If the violation was failure to submit Principal Equipment, a Service Provider, or a Foreign Person with Privileged Access, the missing submissions should be made with the Security Incident report, not in the Annual Report.

g. A current Service Provider list containing the information described in Paragraph 38 of this LOA;

h. Notice if the Licensees have used in the past year, or plan to use in the future, logic-bearing (*e.g.*, readable, writable, programmable) hardware, firmware, or software in their DCI, PE, or other systems supporting DC, DCI/PE, Lawful U.S. Process, or U.S. Records, that was designed, produced, or maintained by suppliers owned or controlled by, or subject to the jurisdiction or direction of, a U.S. Foreign Adversary (as designated by the Secretary of Commerce under Executive Order 13873 or any U.S. federal agency given subsequent comparable authority);

i. Notice if the Licensees have used in the past year, or plan to use in the future, products or services from an entity listed on the FCC's Covered List (*see* FCC, *List of Equipment and Services Covered by Section 2 of the Secure Networks Act*, https://www.fcc.gov/supplychain/coveredlist)[12] or the Commerce Department's Entity List, or subject to a removal or exclusion order issued by the Secretary of Homeland Security, the Secretary of Defense, or the Director of National Intelligence pursuant to the SECURE Technology Act, 41 U.S.C. § 1321 *et seq*.;

j. Description of any LOA compliance trainings conducted in the past year;

k. List of every relationship with Foreign-owned telecommunications partners, including any network peering (traffic exchange) or interconnection relationships;

l. Updated network diagrams and topology maps showing all facilities, devices, interfaces, PoPs, exchange points, and NOCs;

m. Updated SSP and Cybersecurity Plans and a description of any changes to the Plans during the reporting period;

n. Updated organizational chart showing all owners with a five percent or greater ownership interest in the Licensees;

o. A re-identification of any location(s) in which U.S. Records or DC are stored and a description of the types of U.S. Records and DC collected and stored;

p. A re-identification of the name and contact information of the LEPOC, Security Officer, and Alternate Security Officer(s), if applicable;

q. A list of all filings or notices to the FCC in the prior year, excluding pro forma notices, and a copy of these filings if requested by the CMAs; and

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[12] *See also* Section 2(a) of the Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified as amended at 47 U.S.C. §§ 1601–09); 47 CFR § 1.50000 *et seq*.

r. Notification of any reasonably foreseeable matter that would give rise to an obligation under this LOA.

The Annual Report will be due one year after the Date of FCC Approval and every year thereafter. The Companies agree to send electronic copies of the Annual Report and all notices and communications required under this LOA to the following individuals or any other individuals that the CMAs identify to the Companies in the future:

- USDOJ (at Compliance.Telecom@usdoj.gov); and any other contacts as designated by DOJ;
- Dustin Dwyer, DHS (at compliance@hq.dhs.gov); and any other contacts as designated by DHS;
- DoW Team Telecom Compliance (at osd.mc-alex.ousd-a-s.list.team-telecom-monitoring@mail.mil); and any other contacts as designated by DoW

Upon the CMAs' request, the Companies agree to provide the CMAs with paper copies of any Annual Report, notices, or communications required under this LOA.

Site Visits

45) The Companies agree to permit the CMAs' requests for site visits and information, approve all requests to conduct on-site interviews of the Companies' employees, and provide all documents necessary to verify the implementation of and compliance with the terms of this LOA, or to identify grounds for modification of this LOA.

Third-Party Compliance Audit

46) At their sole discretion, but no more frequently than once every calendar year unless the original audit is found by the CMAs to have been unsatisfactory, the CMAs may request the Companies undergo a neutral third-party compliance audit of LOA compliance (including any plan, policy, or procedure approved under this LOA and the Licensees' compliance with the 2020 LOA). In connection with the audit:

a. Within **60 days** of the CMAs requesting a third-party audit, the Companies will nominate a third-party auditor, subject to the CMAs' non-objection. The Companies shall provide sufficient information for the CMAs to assess the candidate for the third-party audit, to include the following: (i) a description of qualifications and credentials; (ii) any current or prior contractual, fiduciary, or financial relationship with the Companies, or any known affiliate(s) thereof; and (iii) any other information that the CMAs request in order to evaluate the qualifications and competency of a third-party auditor candidate. Within **60 days** of the nomination, the CMAs will object or non-object to the nominated third-party auditor candidate ("Third-Party Auditor").

b. The Companies will be solely responsible for any costs associated with any third-party audit carried out pursuant to this provision. The CMAs will consider avoidance of unreasonable costs as a factor when exercising their rights under this provision.

c. The Companies will ensure the Third-Party Auditor submits, within **15 days** of the CMAs' non-objection to the auditor and prior to commencing the audit, a detailed methodology, proposed scope of audit, and timeline of the third-party audit (the "Audit Plan") which will be subject to the CMAs' non-objection. The Audit Plan shall ensure the following:

   (i) The direct communication between the CMAs and the Third-Party Auditor without notice or participation of the Companies, and that the Third-Party Auditor reports directly to the Companies and the CMAs;

   (ii) In performing its duties under the agreement governing the Third-Party Audit ("Audit Agreement"), the Third-Party Auditor shall prioritize the national security of the United States in the event of any real or perceived conflict or inconsistency with any other interests; and

   (iii) In performing functions related to the LOA, the Third-Party Auditor shall adhere to the Audit Plan and incorporate and abide by any additional guidance and protocols provided by the CMAs.

d. The Companies will ensure that the executed engagement agreement with the Third-Party Auditor is provided to the CMAs within **seven (7) days** of execution.

e. The Companies will ensure that their agreement with the Third-Party Auditor will require the Third-Party Auditor to deliver promptly to the CMAs and the Companies the full audit report ("Audit Report") and related information generated or gathered during its review that relate directly to the Companies' compliance with the terms of this LOA and will agree to meet independently with the CMAs upon request. Such meeting will occur via video conference whenever possible. Unless otherwise agreed to by the CMAs, the Audit Report shall be submitted to the CMAs by the auditor at the same time it is submitted to the Companies. The Companies shall work in good faith with the CMAs regarding how to remediate any concern identified in the Audit Report.

<u>General Provisions</u>

47) The Companies agree that this LOA is binding upon, and inures to the benefit of, the Companies and their respective successors and assigns. For purposes of this LOA, successors and assigns includes any corporate name changes. The Companies may not assign any obligation under this LOA without the prior written consent of the CMAs.

48) The Companies agree that the Committee, at its sole discretion, may make non-substantive administrative updates to the LOA to add, modify, or remove the CMAs monitoring

this LOA.

49) With the Companies' permission, the Committee may decide to make non-substantive administrative updates to the LOA, to account for changes in 1) corporate ownership, mergers and acquisitions, structure, names, and license numbers; and 2) Committee structure.

50) If the CMAs find that the terms of this LOA are inadequate to resolve any national security or law enforcement risks, the Licensees agree to resolve the CMAs' concerns, according deference to the CMAs' views on the need for modification. If new or additional national security or law enforcement risks develop with respect to PE, storage and Access locations, Service Providers, the Plans, or Foreign Persons with Access that have received the CMAs' prior non-objection under this LOA or the 2020 LOA, the Companies similarly agree to resolve the CMAs' concerns to the CMAs' satisfaction. Action to resolve the CMAs' concerns could include, but is not limited to, the removal and replacement of PE with other PE to which the CMAs non-object, or the modification or termination of existing agreements the Licensees have with Service Providers. Rejection of a proposed modification shall not alone be dispositive, but failure to resolve national security or law enforcement concerns may result in a request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to the Licensees or its successors-in-interest, or any other appropriate enforcement action required to address the concern.

51) The Companies agree that in the event that the Companies breach the commitments set forth in this LOA, to include conduct contrary to timely CMA objection to any notice submitted pursuant to this LOA, a recommendation may be made that the FCC modify, condition, revoke, cancel, enter other declaratory relief, or render null and void any relevant license, permit, or other authorization granted by the FCC to the Licensees or their successors-in-interest, in addition to pursuing any other remedy available by law or equity.

52) The Licensees understand that this LOA does not relieve them from any consequences or liability for any breach by the Licensees of the 2020 LOA that occurred while the 2020 LOA was in effect.

53) For purposes of counting days in this LOA, the day of the event that triggers the period is excluded, but every day thereafter is counted, including intermediate Saturdays, Sundays, and legal holidays. Include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

54) Any non-objection, consent, or approval provision applicable to the CMAs pursuant to this LOA shall be tolled during a lapse in appropriations or any time when the Federal government in the greater Washington, DC area is closed.

55) The Companies agree to permit disclosure of information submitted to the FCC in confidence pursuant to 47 C.F.R. § 0.442 to Federal government departments, agencies, and offices whose principals are listed in Section 3 of Executive Order 13913.

56) The Companies understand that if the CMAs, with non-objection from the Committee, find the national security and law enforcement risks associated with these applications and petition have decreased such that they no longer warrant mitigation, the Committee may terminate this LOA by notice to the FCC. The Companies further understand that even after such a termination, under Section 6 of Executive Order 13913, the Committee may conduct a license review for additional or new risks to U.S. national security and law enforcement interests at any time. Termination of a mitigation agreement does not relieve the Companies from liability for any breach of this LOA occurring while it was in effect.

57) The Companies understand that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, the FCC will be notified that there is no objection to the FCC granting the applications.

For Front Range Intermediate, Inc. and Fiber FinCo, LLC:

Lauren Lantero

Lauren Lantero
Chief Legal Officer
Fiber FinCo, LLC
Front Range Intermediate, Inc.

Attachment 5

U.S. Department of Justice

National Security Division

Foreign Investment Review Section *Washington, D.C. 20530*

July 1, 2026

By E-File

Ms. Marlene H. Dortch
Federal Communications Commission
45 L St. N.E.
Washington, D.C. 20554

Re: Digital Bridge (Zayo) Softbank (FCC File Nos.: ITC-T/C-20260304-00065; WC Docket No. 26-56)

Dear Ms. Dortch:

The Commission is notified that the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector ("Committee") does not believe, based on available information, that a referral of this application to the Committee for review under Section 5 of Executive Order ("E.O.") 13913 is necessary.

In making this determination, the Committee considered the Joint Application,[1] the Supplement to the Joint Application,[2] the Committee's monitoring of the Applicants' compliance with its previous mitigation agreement,[3] and Applicants' commitment to abide by the May 22, 2026 mitigation agreement and request that the agreement be made a condition of this license.[4]

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[1] *Joint Application for Authority to Transfer Indirect Control of Domestic and International Section 214 Authorization Holders*, FCC File Nos.: ITC-T/C-20260304-00065; WC Docket No. 26-56 (filed Mar. 5, 2026) at page 31 ("Applicants further request that the Commission condition grant of this Joint Application on Zayo's and Softbank's (through Duncan) continued compliance with the obligations under [the May 22, 2026 Letter of Agreement in FCC Docket Nos.: ITC-ASG-20250515000046; WC Docket No. 25-174] (*Joint Application*). *See also*, *Joint Application for Authority to Transfer Indirect Control of Domestic and International Section 214 Authorization Holders- Supplement,* FCC File Nos.: ITC-T/C-20260304-00065; WC Docket No. 26-56 (filed June 26, 2026) at 1 (clarifying that the Applicants commit to comply with the May 22, 2026 LOA) (*Joint Application Supplement*).

[2] *Joint Application Supplement.*

[3] *See Joint Application* at 30 *citing* Letter of Agreement between Zayo Group Holdings, Inc. *et al*, the U.S. Department of Justice, and the U.S. Department of Homeland Security, WC Docket No. 19-166 (dated Jan. 21, 2020).

[4] *Joint Application Supplement* at 1 (Affirming the Applicants' intent and commitment to abide by the terms of the Letter of Agreement executed on May 22, 2026 by Front Range Intermediate, Inc. and its subsidiaries, including Fiber FinCo, LLC, and their subsidiaries holding Section 214 authorizations"); *Joint Application* at 31 (requesting that the Commission condition grant of the Joint Application on Applicants' continued compliance with the 2026 LOA). The May 22, 2026 LOA became effective on the date of the FCC's grant of the application. *See Fiber*

Thank you for your consideration.

Sincerely,

__________*/s/*______________________

Christopher R. Clements
Acting Chief
Foreign Investment Review Section
National Security Division
U.S. Department of Justice

cc: FCC-TTelecom@fcc.gov
Denise Coca (via e-mail at Denise.Coca@fcc.gov)
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NewCo, LLC, FCC File No.: ITC-ASG-20250515-00046, Public Notice, DA 26-626 (OIA, June 24, 2026) (Granting application on the assurance of Front Range Intermediate, Inc. (Zayo Parent) and its subsidiaries (including Fiber FinCo, LLC) to abide by the commitments in the May 22, 2026 LOA).