

**Crown Castle Inc.**  
**Employees' Short-Term Disability Plan**

**Introduction**

The Crown Castle Inc. Employees' Short-Term Disability Plan (the "Plan") is established to assist in providing eligible employees with income replacement if they are unable to work because of a disabling illness or injury that is not job-related.

This Plan is self-insured, meaning that all benefits are paid by Crown Castle USA Inc. and affiliated entities (collectively the "Company"). The costs of this Plan are paid by the Company.

All short-term disability ("STD") claims are reviewed by an STD Claims Administrator from The Prudential Insurance Company of America ("Prudential"). Upon approval, the STD Claims Administrator will provide advice to the Company on the benefit amount payable.

*Capitalized words in this Plan have the specific meanings given in the Glossary below.*

**Eligibility**

All full-time active Company employees are eligible under this Plan. For purposes of this Plan, a Company employee is considered full-time if the employee works 20 or more hours per week. Part-time employees who work fewer than 20 hours per week are not eligible.

There is no waiting period applicable to new hires and those who switch to full-time status. Full-time employees become eligible under this Plan on the first day of full-time employment. Eligible employees are enrolled automatically in the Plan.

**Job-Related Disability Not Covered**

This Plan provides benefits only in cases of Disability not related to your job. Job-related injuries or illnesses may be covered by Workers' Compensation benefits.

**When Short Term Disability Benefits Begin**

You must be "Disabled" as defined in this Plan for seven continuous calendar days, unless you are hospitalized before Plan benefits are payable. If your Disability is associated with an in-patient hospitalization, Plan benefits are payable on the first day of the Disability.

**Filing a Claim**

To apply for a STD benefit, you must promptly complete and submit a STD claim. A STD claim can be completed by calling Prudential at 800-860-1409 or by logging in to [www.prudential.com/mybenefits](http://www.prudential.com/mybenefits).

An STD Claims Administrator will begin to process the claim once all necessary information has been received regarding your Sickness or Injury and your Regular Occupation.

The STD Claims Administrator will evaluate and advise the Company whether you are eligible for a STD benefit. If the STD Claims Administrator determines that you are eligible for a benefit, they will certify your eligibility and length of disability. Your STD claim may be referred to a nurse

consultant, as appropriate, to gather further information. The STD Claims Administrator may also contact your supervisor to learn about your specific occupational requirements.

The STD Claims Administrator will notify you of the decision on your claim for a STD benefit no later than 45 days after your claim was received. This time period may be extended up to an additional 30 days if there are circumstances beyond the control of the Plan. In addition, a further 30-day extension may apply in certain circumstances. The STD Claims Administrator will notify you of the circumstances requiring the delay and the expected determination date. If additional information is required, you will have at least 45 days to provide such information.

### **Weekly Benefit**

Your weekly benefit payments will begin after the STD Claims Administrator determines that you are Disabled. Before that point, you can elect either to be paid from any available PTO or to be unpaid. If you elect to use available PTO, your PTO will be restored if the STD Claims Administrator determines that you are Disabled.

Once your Disability is approved, weekly benefit payments will be made retroactively to the end of the Elimination Period, which is the 7 continuous day period you must be Disabled for benefits to be payable under this Plan. In no event will you receive weekly benefit payments in excess of the Maximum Benefit Period, which is 26 weeks. You will not receive a weekly benefit payment for the Elimination Period; thus, while the Maximum Benefit Period is 26 weeks, you are only eligible for 25 weeks of weekly benefit payments. Payments are made on your regular payroll cycle.

The amount of your weekly benefit payments is as follows:

- If you are found to be Disabled, you will be paid 100% of your Basic Weekly Income for up to a combined total of 10 weeks.
- If you remain Disabled, after 10 weeks of receiving 100% of your Basic Weekly Income, you will be paid 60% of your Basic Weekly Income for up to an additional 16 weeks.

### **Returning to Work**

The STD Claims Administrator will request a return-to-work date. You must provide the STD Claims Administrator with all requested information regarding your anticipated return-to-work date. A completed Return to Work Capacities form is required prior to returning to work, with the exception of maternity leave. Completed forms should be submitted to [TRTW@prudential.com](mailto:TRTW@prudential.com). If a completed form is not submitted, you may not be allowed to return to work. The STD Claims Administrator will communicate your anticipated return-to-work date to Your Connection. Additionally, you should communicate with your manager regarding your return-to-work date.

The Company has a Transitional Return to Work program that is intended to bring you back to work as soon as you are physically able to perform work that is meaningful, without aggravating your injury or illness. The Company will do their best to arrange temporary, alternate or modified work assignments whenever possible. A Return-to-Work Coordinator may reach out to you to provide return to work assistance.

If you anticipate that you will have restrictions upon returning to work, you should inform the STD Claims Administrator. Prudential will connect you with a Return-to-Work Coordinator to understand any restrictions and assist you in returning to work if such restrictions can be accommodated.

If you are returning to work on a reduced work schedule, you may be eligible to receive a Partial Disability benefit. To be eligible, you must be Disabled during the entire Elimination Period prior to receiving partial benefits, and upon your return to work, you must be earning less than 80% of

your Basic Weekly Income. The Partial Disability benefit is also subject to the Maximum Benefit Period, meaning that if you received weekly benefit payments for 26 weeks prior to your return to work, you will not be eligible for Partial Disability benefits. In no circumstances will you receive any benefit payments under this Plan in excess of 26 weeks.

The amount of Partial Disability benefits payable is determined based on your lost earnings. For example, if you are earning \$300/week and your Basic Weekly Income is \$400/week, your lost earnings are \$100, and your partial disability percentage is 25% (100/400). You would be eligible for a partial benefit equal to 25% of the disability benefit, or \$60/week (25% x 60% x \$400).

If you are unable to return to work on your anticipated return-to-work date, you must provide the STD Claims Administrator with clinical evidence from your treating physician(s) prior to your certified disability end date. This information should be sent to the Prudential Disability Claim Manager (fax: 877-889-4885, or mail: The Prudential Insurance Co. of America Disability Management Services, P.O. Box 13480, Philadelphia, PA 19176).

### **When Your STD Benefit Ends**

Benefit payments will stop on the first to occur of:

- The date you no longer meet the definition of Disability;
- The date you fail to submit proof of the Disability;
- The date your employment ends;
- The date you die; or
- The date benefit payments exceed the maximum duration (26 weeks).

The Maximum Benefit Period is the longest period of time that benefits will continue to be paid to you under this Plan during a period of Disability. If a new Disability due to a different cause occurs while weekly benefits are payable, it will be treated as part of the same disability, subject to the same benefit calculation and same Maximum Benefit Period.

### **Long Term Disability**

If you are still disabled after you receive a STD benefit for the Maximum Benefit Period, you may be entitled to a benefit under the Crown Castle Inc. Long-Term Disability Insurance Plan ("LTD Insurance Plan"). The STD Claims Administrator will automatically review your disability status and determine your eligibility for a long-term disability benefit.

If you are still disabled after you receive a STD benefit for the Maximum Benefit Period, although you may be eligible for a long-term disability benefit, your anticipated return-to-work date will be requested as part of the interactive accommodation process. You must provide all requested information. In certain circumstances, you will be separated from your employment with the Company. Upon separation from employment, your Company benefits will cease, at which point, any benefits payable to you will be through the LTD Insurance Plan if you are determined to be eligible for a long-term disability benefit.

### **Coordination of Your STD Benefit with Other Income**

Benefits for which you are eligible from other income sources or from the Company (except those payable under this Plan) will be used as an offset when calculating your STD benefit. This does not include personal disability insurance policies. Some sources of other income offsets are:

- Payments in accordance with Company PTO Guidelines;
- Social Security disability benefits payable to you or your dependents;
- Social Security retirement benefits;
- Occupational disease laws or other similar legislated disability benefits;

- Any federal, state or local disability, retirement or unemployment programs;
- Other group disability benefits;
- Payments provided by the Department of Veterans Affairs; and
- Disability payments from insurance of other sources that result from an act or omission of another person who caused your disability

### **Disability Following a Return to Work**

A Recurrent Disability is one that the STD Claims Administrator has determined has the same or a related cause as the original Disability and begins after you have returned to full-time work for 30 or fewer days. A Recurrent Disability will be treated as a continuation of the original Disability, such that you will not have to satisfy a new Elimination Period if you already satisfied the Elimination Period, and any benefit payments will be subject to the terms of this Plan as they applied to the original Disability, including the weekly benefit amount and the Maximum Benefit Period.

### **Coordination with New Child Policy**

Benefit payments under this Plan will not be made concurrently with paid leave under the Company's New Child Policy.

### **Appealing a Denied Claim**

If your claim is denied in whole or in part, you will receive a written notice of the denial from the STD Claims Administrator. Any denial notice will explain the reason for the denial and will include a contact address for review of the claim.

You may request one appeal of any denied claim. The request must be submitted, in writing, within 180 days of the date the denial was made. Send the appeal to the Prudential Disability Claim Manager (fax: 877-889-4885, or mail: The Prudential Insurance Co. of America Disability Management Services, P.O. Box 13480, Philadelphia, PA 19176).

You should include the reason for requesting the appeal. You may also request all documents, records and other information related to the benefit determination.

The STD Claims Administrator will ordinarily notify you of its final decision no later than 45 days after the appeal is received. If special circumstances require an extension of time of up to an additional 45 days, you will be notified of this extension during the 45 days following receipt of your request. The notice will indicate the special circumstances requiring an extension and the day by which a decision is expected.

### **Administration, Amendment and Termination of the Plan**

The Plan Sponsor, and any appropriate officer of the Plan Sponsor, have the exclusive power to amend and to terminate the Plan. These powers can be used whenever it becomes necessary or desirable to do so.

### **Glossary**

"Basic Weekly Income" means your gross weekly income from the Company in effect just prior to the day you became Disabled. Basic Weekly Income does not include income received from

commissions, bonuses, overtime pay, or any extra compensation, or income received from sources other than the Company.

“Determination Period” means the time between you submitting a claim under the terms of this Plan and the STD Claims Administrator making a determination on your claim for Plan benefits.

“Disability” or “Disabled” means the STD Claims Administrator determines that you are (1) unable to perform the Material and Substantial Duties of your Regular Occupation due to your non-work-related Sickness or Injury; (2) under the Regular Care of a Doctor; and (3) you have a 20% or more loss in your Monthly Earnings due to that Sickness or Injury. A person engaging in any employment for wage or profit is not disabled. A loss of a professional license does not, by itself, constitute disability.

“Doctor” means a licensed medical professional performing tasks within the scope of that license and who: (1) is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or (2) has a doctoral degree in psychology and has as his or her primary business treating patients; or (3) is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction. No relative, including a spouse, domestic partner or a child, brother, sister or parent of you or a spouse or domestic partner will be recognized as a doctor for any claim under this Plan.

“Elimination Period” means the seven continuous day period (excludes disability due to in-patient hospitalization) during which an eligible employee has to be Disabled before benefits would become payable under this Plan.

“Injury” means a bodily injury that is: the direct result of an accident; is not related to any cause other than the accident; and results in immediate Disability.

“Material and Substantial Duties” means the duties that are normally required for the performance of your Regular Occupation, and cannot be reasonably omitted or modified, except that if you are required to work an average of more than 40 hours per week, the STD Claims Administrator will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

“Maximum Benefit Period” means the longest period of time that Plan benefits will be paid under the terms of this plan, which is 26 weeks.

“Partial Disability” or “Partially Disabled” means that due to a non-work-related Sickness or Injury, you are unable to perform one or more of the Material and Substantial Duties of your Regular Occupation or are unable to perform such duties on a full-time basis.

“Recurrent Disability” means a disability that the STD Claims Administrator determines was caused by a worsening in your condition and which is due to the same cause as your prior Disability for which a payment was made by this Plan or by the Crown Castle Inc. Long Term Disability Insurance Plan.

“Regular Occupation” means the occupation you are routinely performing when your Disability begins. The STD Claims Administrator will review your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

“Sickness” means any disorder of your body or mind (except not an Injury) or pregnancy, including abortion, miscarriage or childbirth.

**Administrative Information**

<b>Plan Administrator</b>	Crown Castle Inc.
<b>STD Claims Administrator</b>	The Prudential Insurance Company of America 751 Broad St. Newark, New Jersey 07102 800-860-1409
<b>Agent for Service of Legal Process</b>	Crown Castle Inc. Attn: Legal Dept. 8020 Katy Freeway Houston, Texas 77024