

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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 17, 2024

Uniti Group Inc.

(Exact name of registrant as specified in its charter)

Maryland  
(State or other jurisdiction  
of incorporation)

001-36708  
(Commission  
File Number)

46-5230630  
(IRS Employer  
Identification No.)

2101 Riverfront Drive, Suite A  
Little Rock, Arkansas  
(Address of principal executive offices)

72202  
(Zip Code)

Registrant's telephone number, including area code: (501) 850-0820

Not Applicable  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)  
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)  
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))  
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	UNIT	The NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

## Item 1.01 Entry Into a Material Definitive Agreement

On June 17, 2024, Uniti Group LP, Uniti Group Finance 2019 Inc. and CSL Capital, LLC (together, the “Borrowers”), each a subsidiary of Uniti Group Inc. (the “Company”), entered into Amendment No. 9 (the “Amendment”) to that certain credit agreement, dated as of April 24, 2015 (as amended from time to time prior to the date hereof, the “Credit Agreement”) among the Borrowers, the guarantors party thereto, Bank of America, N.A., as administrative agent, collateral agent, swing line lender and an L/C issuer and certain other lenders named therein.

Pursuant to the Amendment, the Credit Agreement’s requirement for Uniti Group LP to use commercially reasonable efforts to maintain its status as a REIT will now terminate (i) at the end of the taxable year in which the previously announced merger (the “Merger”) with Windstream Holdings II, LLC (“Windstream”) is consummated or, (ii) at December 31, 2024, if the Company determines that by reason of the Merger, the Company will cease to qualify as a REIT for the year during which the Merger is consummated.

Obtaining the Amendment satisfies a closing condition under the Agreement and Plan of Merger dated as of May 3, 2024 between the Company and Windstream.

The foregoing description is qualified in its entirety by reference to the Amendment, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

## Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
<u>10.1</u>	<u><a href="#">Amendment No. 9 to the Credit Agreement, dated as of June 17, 2024, among Uniti Group LP, Uniti Group Finance Inc. and CSL Capital LLC, as borrowers, the guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative agent and collateral agent.</a></u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 18, 2024

UNITI GROUP INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Executive Vice President - General Counsel and Secretary

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**AMENDMENT NO. 9**

This Amendment No. 9 (this "Agreement" or "Amendment No. 9"), dated as of June 17, 2024, to the Credit Agreement, dated as of April 24, 2015 (as amended by Amendment No. 1 thereto dated October 21, 2016, as further amended by Amendment No. 2 dated February 9, 2017, as further amended by Amendment No. 3 dated April 27, 2017, as further amended or otherwise modified by Amendment No. 4 and Limited Waiver dated March 18, 2019, as further amended by Amendment No. 5 dated June 24, 2019, as further amended by Amendment No. 6 and Limited Waiver dated February 10, 2020, as further amended by Amendment No. 7 dated December 10, 2020, as further amended by Amendment No. 8 dated March 24, 2023 and, after giving effect to the Borrower Assumption Agreement and Joinder, dated as of May 9, 2017, the "Credit Agreement"; capitalized terms used in this Amendment No. 9 and not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement, as amended hereby), is made by and among Uniti Group Inc. (f/k/a Communications Sales & Leasing, Inc.), a Maryland corporation ("Holdings" or the "Parent Guarantor"), Uniti Group LP, a Delaware limited partnership (the "Assumed Borrower" or "Parent"), Uniti Group Finance 2019 Inc. (f/k/a Uniti Group Finance Inc.), a Delaware corporation ("FinCo"), CSL CAPITAL, LLC ("CSL Capital" and, collectively with the Parent and Finco, the "Borrowers"), the Lenders party hereto and Bank of America, N.A., as Administrative Agent and Collateral Agent (the "Administrative Agent").

**WITNESSETH:**

**WHEREAS**, Holdings has entered into that certain Agreement and Plan of Merger, dated as of May 3, 2024, among Holdings and Windstream Holdings II, LLC, pursuant to which a subsidiary of Windstream Parent, Inc. will merge with and into Holdings, with Holdings as the surviving corporation (the "Merger");

**WHEREAS**, as a result of the Merger, the Parent will no longer qualify as a REIT;

**WHEREAS**, pursuant to Section 10.01 of the Credit Agreement, the Loan Parties and the Required Lenders may amend or waive any provision of the Credit Agreement or any other Loan Document pursuant to an agreement in writing; and

**WHEREAS**, pursuant to Section 10.01 of the Credit Agreement, the Loan Parties and each of the undersigned Lenders, together constituting the Required Lenders, are willing to amend the Credit Agreement to remove the requirement that Holdings qualify as a REIT on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to the Credit Agreement. The Credit Agreement is, effective as of the Amendment No. 9 Effective Date (as defined below), hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by the adding following definitions in appropriate alphabetical order:

"**Merger**" shall have the meaning given such term in the WIN Merger Agreement.

"**WIN Merger Agreement**" shall mean the Agreement and Plan of Merger, dated as of May 3, 2024, among Holdings and Windstream Holdings II, LLC, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

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“WIN Merger Closing Date” shall mean the date of the Closing under, and as defined in, the WIN Merger Agreement.

(b) Section 6.18 of the Credit Agreement is hereby amended and restated as follows:

“*REIT Status*. Beginning with its first taxable year in which the REIT Election is intended to be effective and ending with either (i) the taxable year that includes the WIN Merger Closing Date, or (ii) if Holdings reasonably determines that, by reason of the Merger, Holdings will cease to qualify as a REIT under the Code for the taxable year that includes the WIN Merger Closing Date (provided that Holdings shall promptly notify the Administrative Agent of such determination), the last taxable year ending before the year that includes the WIN Merger Closing Date, Parent shall (a) use its reasonable best efforts to operate so as to satisfy all requirements necessary to qualify and maintain its qualification as a REIT under the Code and (b) not engage in any “prohibited transaction” as defined for purposes of Section 857(b)(6) of the Code that could reasonably be expected to have a Material Adverse Effect; provided that so long as the REIT Election is effective, Parent may satisfy its obligation under Section 6.18(a) by use of its reasonable best efforts to ensure that the REIT Election remains effective and Parent maintains its status as a disregarded qualified REIT subsidiary, a disregarded entity or a partnership for U.S. federal income tax purposes.” For the avoidance of doubt, if the WIN Merger Closing Date does not occur, then Parent’s obligations under clauses (a) and (b) of this Section 6.18 shall continue indefinitely.

2. Conditions Precedent to Effectiveness of the Amendments. The amendments set forth in Section 1 hereof shall become effective on the date (the “Amendment No. 9 Effective Date”) when the Administrative Agent shall have received a counterpart signature page of this Amendment No. 9 duly executed by each of the Parent Guarantor, the Borrowers, the Guarantors, the Administrative Agent and Lenders constituting the Required Lenders.

3. Representations and Warranties. Each Loan Party represents and warrants to the Administrative Agent and the Lenders as of the Amendment No. 9 Effective Date:

(i) the representations and warranties of each Loan Party contained in Article 5 of the Credit Agreement and in each other Loan Document (including, for the avoidance of doubt, this Amendment No. 9) are true and correct in all material respects as of the date hereof (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct as of such earlier date); *provided* that, to the extent that such representations and warranties are qualified by materiality, material adverse effect or similar language, they are true and correct in all respects;

(ii) no Default or Event of Default exists or will result from this Amendment No. 9; and

(iii) this Amendment No. 9 has been duly authorized, executed and delivered by each Loan Party and each of this Amendment No. 9 and the Credit Agreement, as amended, extended or otherwise modified hereby, constitutes a legal, valid and binding obligation of each such Loan Party, enforceable against each such Loan Party in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

4. Costs and Expenses. The Borrowers agree to pay all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent (including the reasonable and documented fees and expenses of Cahill Gordon & Reindel LLP, counsel to the Administrative Agent) in connection with the preparation, execution, delivery and administration of this Amendment No. 9, the other instruments and documents to be delivered hereunder and related matters with respect to the Loan Documents and transactions contemplated hereby.

5. GOVERNING LAW. THIS AMENDMENT NO. 9 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

6. Counterparts. This Amendment No. 9 may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Amendment No. 9 may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Amendment No. 9 may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Amendment No. 9. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Extended Revolving Credit Lenders of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention.

8. WAIVER OF RIGHT OF TRIAL BY JURY. SECTION 10.16 OF THE CREDIT AGREEMENT IS INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*.

9. Effect of Amendment No. 9. Except as expressly set forth herein, (i) this Amendment No. 9 (including, without limitation, the occurrence of the Amendment No. 9 Effective Date) shall not by implication or otherwise limit, impair, constitute a waiver of (including, without limitation, any Default or Event of Default) or otherwise affect the rights and remedies of the Lenders, the Administrative Agent or any other Agent, in each case under the Credit Agreement or any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of either such agreement or any other Loan Document. Each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement or any other Loan Document, is hereby ratified and re-affirmed in all respects and shall continue in full force and effect as amended, extended or otherwise modified hereby. This Amendment No. 9 shall constitute a Loan Document and a Loan Extension Agreement for all purposes and from and after the Amendment No. 9 Effective Date, all references to the Credit Agreement in any Loan Document and all references in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, shall, unless expressly provided otherwise, refer to the Credit Agreement as amended, extended or otherwise modified hereby.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 9 to be duly executed as of the date first above written.

UNITI GROUP INC.

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel and Secretary

UNITI GROUP LP

By: UNITI GROUP INC., its general partner

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel and Secretary

UNITI GROUP FINANCE 2019 INC.

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel and Secretary

UNITI FIBER HOLDINGS INC.

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel and Secretary

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CSL CAPITAL, LLC

By: /s/ Daniel Heard

Name: Daniel Heard

Title: Executive Vice President, General Counsel and Secretary

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CONTACT NETWORK, LLC  
CSL NATIONAL GP, LLC  
CSL ALABAMA SYSTEM, LLC  
CSL ARKANSAS SYSTEM, LLC  
CSL FLORIDA SYSTEM, LLC  
CSL KENTUCKY SYSTEM, LLC  
CSL IOWA SYSTEM, LLC  
CSL MISSISSIPPI SYSTEM, LLC  
CSL MISSOURI SYSTEM, LLC  
CSL NEW MEXICO SYSTEM, LLC  
CSL OHIO SYSTEM, LLC  
CSL OKLAHOMA SYSTEM, LLC  
CSL REALTY, LLC  
CSL TEXAS SYSTEM, LLC  
CSL NORTH CAROLINA REALTY GP, LLC  
CSL TENNESSEE REALTY PARTNER, LLC  
CSL TENNESSEE REALTY, LLC  
HUNT TELECOMMUNICATIONS, LLC  
INFORMATION TRANSPORT SOLUTIONS, INC.  
NEXUS SYSTEMS, LLC  
PEG BANDWIDTH DC, LLC  
PEG BANDWIDTH DE, LLC  
PEG BANDWIDTH LA, LLC  
PEG BANDWIDTH MS, LLC  
PEG BANDWIDTH TX, LLC  
PEG BANDWIDTH VA, LLC  
UNITI DARK FIBER LLC  
UNITI FIBER LLC  
UNITI GROUP HOLDCO LLC  
UNITI LEASING LLC  
UNITI LEASING X LLC  
UNITI LEASING XI LLC  
UNITI LEASING XII LLC  
UNITI TOWERS NMS HOLDINGS LLC,  
each as a Guarantor

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel and Secretary

CSL NATIONAL, LP, as a Guarantor

By: CSL NATIONAL GP, LLC, as its general partner

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel  
and Secretary

CSL NORTH CAROLINA REALTY, LP, as a Guarantor

By: CSL NORTH CAROLINA REALTY GP, LLC, as its general partner

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel  
and Secretary

CSL NORTH CAROLINA SYSTEM, LP, as a Guarantor

By: CSL NORTH CAROLINA REALTY GP, LLC, as its general partner

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel  
and Secretary

UNITI HOLDINGS LP, as a Guarantor

By: UNITI HOLDINGS GP LLC, as its general partner

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel  
and Secretary

UNITI LATAM LP, as a Guarantor

By: UNITI LATAM GP LLC, as its general partner

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel  
and Secretary

UNITI QRS HOLDINGS LP, as a Guarantor

By: UNITI QRS Holdings GP LLC, as its general partner

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel  
and Secretary

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UNITI GROUP FINANCE INC.  
UNITI NATIONAL LLC  
UNITI FIBER 2020 LLC  
SOUTHERN LIGHT, LLC  
ANS CONNECT LLC  
CSL GEORGIA REALTY, LLC  
CSL GEORGIA SYSTEM, LLC  
PEG BANDWIDTH MA, LLC  
PEG BANDWIDTH MD, LLC  
PEG BANDWIDTH NJ, LLC  
PEG BANDWIDTH PA, LLC  
PEG BANDWIDTH NY TELEPHONE CORP.,  
each as a Guarantor

By: /s/ Daniel Heard  
Name: Daniel Heard  
Title: Executive Vice President, General Counsel and Secretary

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BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Elizabeth Uribe

Name: Elizabeth Uribe

Title: Assistant Vice President

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BANK OF AMERICA, N.A., as a Lender, the Swing Line Lender and the  
L/C Issuer

By: /s/ Laura L. Olson

Name: Laura L. Olson

Title: Director

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BARCLAYS BANK PLC, as a Lender

By:           /s/ Joseph Tauro            
Name: Joseph Tauro  
Title: Assistant Vice President

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CITICORP NORTH AMERICA, INC., as a Lender

By:                     /s/ Ioannis Theocharis                    

Name: Ioannis Theocharis

Title: Vice President

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GOLDMAN SACHS BANK USA, as a Lender

By:                   /s/ Priyankush Goswami                  

Name: Priyankush Goswami

Title: Authorized Signatory

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JPMORGAN CHASE BANK, N.A., as a Lender

By:           /s/ Melanie George          

Name: Melanie George

Title: Vice President

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MORGAN STANLEY BANK, N.A., as a Lender

By:           /s/ Phillip Magdaleno          

Name: Phillip Magdaleno

Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING, INC., as a Lender

By:           /s/ Phillip Magdaleno          

Name: Phillip Magdaleno

Title: Vice President

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ROYAL BANK OF CANADA, as a Lender

By:           /s/ Gill Skala          

Name: Gill Skala

Title: Authorized Signatory

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THE TORONTO-DOMINION BANK, NEW YORK BRANCH, as a Lender

By:           /s/ Jon Colquhoun            
Name: Jon Colquhoun  
Title: Managing Director

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