# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, DC 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): August 4, 2025

# Uniti Group Inc.

(Exact name of registrant as specified in its charter)

Delaware (State of or other jurisdiction of incorporation or organization) 001-42779 (Commission File Number) 88-2262564 (I.R.S. 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 following provisions:	; is intended to simultaneously satisfy the fili	ng obligation of the registrant under any of the
☐ Written communications pursuant to Rule 425 und	er the Securities Act (17 CFR 230.425)	
☐ Soliciting material pursuant to Rule 14a-12 under t	the Exchange Act (17 CFR 240.14a-12)	
☐ Pre-commencement communications pursuant to R	Rule 14d-2(b) under the Exchange Act (17 CF	FR 240.14d-2(b))
☐ Pre-commencement communications pursuant to R	Rule 13e-4(c) under the Exchange Act (17 CF	<sup>7</sup> R 240.13e-4(c))
Securities registered pursuant to Section 12(b) of the A	ct:	
Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 Par Value	UNIT	The NASDAQ Global Select Market
Indicate by check mark whether the registrant is an emochapter) or Rule 12b-2 of the Securities Exchange Act of Emerging growth company □  If an emerging growth company, indicate by check mar or revised financial accounting standards provided purs	of 1934 (§240.12b-2 of this chapter).  • k if the registrant has elected not to use the e	extended transition period for complying with any new

#### Item 1.01 Entry Into a Material Definitive Agreement.

As previously disclosed, on August 1, 2025, pursuant to the previously announced Agreement and Plan of Merger, dated May 3, 2024 (as amended), by and among Uniti Group LLC (f/k/a Uniti Group Inc., "Old Uniti"), New Windstream, LLC ("Windstream") (as successor to Windstream Holdings II, LLC), and the other parties thereto, (i) Windstream merged with and into Uniti Group Inc. (f/k/a Windstream Parent, Inc.) ("New Uniti" or the "Company"), with New Uniti surviving the merger, and (ii) a wholly owned subsidiary of New Uniti merged with and into Old Uniti (the "Merger"), with Old Uniti, Windstream and their respective subsidiaries each surviving as wholly owned subsidiaries of New Uniti.

Upon the completion of the Merger, the existing indebtedness of Old Uniti and Windstream remained separate within its respective organizational structure under New Uniti. On August 4, 2025, among other transactions, Uniti Group LP, the borrower under Old Uniti's indebtedness, was merged with and into Windstream Services LLC, the borrower under Windstream's indebtedness, as part of an internal reorganization (the "Internal Reorganization"). Accordingly, all of the existing indebtedness of Old Uniti and Windstream became obligations of the same borrowing entity, and each subsidiary of Old Uniti that had guaranteed its debt guaranteed the existing debt of Windstream and vice versa. To effectuate this, the obligors to Old Uniti's and Windstream's respective indebtedness (the "Obligors") entered into supplemental indentures, each dated August 4, 2025 (the "Supplemental Indentures") to the indentures governing Old Uniti's and Windstream's outstanding senior notes and joinder agreements, each dated August 4, 2025 (the "Joinder Agreements") in respect of Old Uniti's and Windstream's respective existing credit agreements. In addition, the existing Windstream intercreditor agreement and collateral documents were terminated and the Windstream existing debt parties entered into joinders to the existing Old Uniti intercreditor agreement and collateral documents (such collateral documents, collectively with the Supplemental Indentures and the Joinder Agreements, the "Reorg Documents"). Under the Supplemental Indentures, the Joinder Agreements and the other Reorg Documents, (x) Windstream Services, LLC has succeeded to Uniti Group LP as issuer or borrower, as the case may be, under Old Uniti's indebtedness and (y) the Obligors of Old Uniti's indebtedness now guarantee and, if applicable, provide security for, Windstream's indebtedness, and the Obligors of Windstream's senior indebtedness now guarantee and, if applicable, provide security, for Old Uniti's indebtedness. Additionally, in connection with the Internal Reorganization, the Windstream revolving credit facility became pari passu with the other first lien debt of both entities. As a consequence of implementing the Internal Reorganization, the restrictive covenants within the Old Uniti and Windstream indebtedness preventing Old Uniti and Windstream to efficiently operate together have effectively been eliminated.

In addition to the foregoing, on August 4, 2025, New Uniti, Old Uniti, certain subsidiary guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, entered into the second supplemental indenture (the "Convertible Notes Supplemental Indenture") to that certain indenture, dated as of December 12, 2022 (such indenture as so amended, supplemented and modified from time to time, the "Convertible Notes Indenture"), pursuant to which Old Uniti issued 7.50% Convertible Senior Notes due 2027 (the "Convertible Notes"). The Convertible Notes Supplemental Indenture provides that, as of the effective time of the Merger (the "Effective Time"), the right of the holders of the Convertible Notes that were outstanding as of the Effective Time to convert each \$1,000 principal amount of such Convertible Notes into shares of common stock of Old Uniti ("Old Uniti Common Stock") was changed into a right to convert such principal amount of Convertible Notes into the number of shares of the Company's common stock ("Company" Common Stock") that a holder of a number of shares of Old Uniti Common Stock equal to the Conversion Rate (as defined in the Convertible Notes Indenture) immediately prior to the Effective Time would have been entitled to receive upon the completion of the Merger; provided that, at and after the Effective Time (A) Old Uniti will continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of the Convertible Notes in accordance with the terms of the Convertible Notes Indenture, (B) any amount payable in cash upon conversion of the Convertible Notes in accordance with the terms of the Convertible Notes Indenture will continue to be payable in cash and (C) the Daily VWAP (as defined in the Convertible Notes Indenture) will be calculated (in a manner determined by Old Uniti in good faith) based on the value of a share of Company Common Stock. As described above, upon the completion of the Merger, each then-outstanding share of Old Uniti Common Stock was converted into the right to receive 0.6029 shares of Company Common Stock, resulting in an adjusted initial Conversion Rate of 82.7023 shares of Company Common Stock per \$1,000 principal amount of Convertible Notes. In addition, the Convertible Notes Supplemental Indenture provides for additional guarantees of the Convertible Notes by New Uniti and certain subsidiaries of New Uniti. As of the date hereof, \$306,500,000 aggregate principal amount of Convertible Notes remains outstanding.

The foregoing descriptions of the Supplemental Indentures, the Convertible Notes Supplemental Indenture and the Joinder Agreements are qualified in their entirety by reference to the Supplemental Indentures, the Convertible Notes Supplemental Indenture and the Joinder Agreements, copies of which are filed as Exhibits 4.1 through 4.7 and 10.1 and 10.2 hereto, respectively, and are incorporated herein by reference.

# Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Third Supplemental Indenture, dated as of August 4, 2025, among Windstream Services, LLC, as successor to Uniti Group LP, Uniti Fiber Holdings Inc., Uniti Group Finance 2019 Inc., CSL Capital, LLC, the guarantors listed therein and Deutsche Bank Trust Company Americas, as trustee and collateral agent
<u>4.2</u>	Third Supplemental Indenture, dated as of August 4, 2025, among Windstream Services, LLC, as successor to Uniti Group LP, Uniti Group Finance 2019 Inc., CSL Capital, LLC, the guarantors listed therein, and Deutsche Bank Trust Company Americas, as trustee and collateral agent
4.3	Fourth Supplemental Indenture, dated as of August 4, 2025, among Windstream Services, LLC, as successor to Uniti Group LP, Uniti Group Finance 2019 Inc., CSL Capital, LLC, the guarantors listed therein and Deutsche Bank Trust Company Americas, as trustee
4.4	Third Supplemental Indenture, dated as of August 4, 2025, among Windstream Services, LLC, as successor to Uniti Group LP, Uniti Fiber Holdings Inc., Uniti Group Finance 2019 Inc., CSL Capital, LLC, the guarantors listed therein and Deutsche Bank Trust Company Americas, as trustee
4.5	First Supplemental Indenture, dated as of August 4, 2025, among Windstream Services, LLC, as successor to Uniti Group LP, Uniti Fiber Holdings Inc., Uniti Group Finance 2019 Inc., CSL Capital, LLC, the guarantors listed therein and Deutsche Bank Trust Company Americas, as trustee
<u>4.6</u>	Second Supplemental Indenture, dated as of August 4, 2025, among Windstream Services, LLC, Windstream Escrow Finance Corp., the other guarantors listed therein and Wilmington Trust, National Association, as trustee and collateral agent
<u>4.7</u>	Second Supplemental Indenture, dated as of August 4, 2025, among Uniti Group LLC (f/k/a Uniti Group Inc.), Uniti Group Inc. (f/k/a Windstream Parent, Inc.), the other guarantors listed therein and Deutsche Bank Trust Company Americas, as trustee
10.1	Joinder Agreement, dated as of August 4, 2025, among the Additional Guarantors (as defined therein) party thereto and JPMorgan Chase Bank, N.A., as collateral agent
10.2	Borrower Assumption and Joinder Agreement, dated as of August 4, 2025, among Windstream Services, LLC, the Additional Guarantors (as defined therein) party thereto and Bank of America, N.A., as administrative agent
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.

UNITI GROUP INC. (formerly Windstream Parent, Inc.)

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Senior Executive Vice President, General Counsel & Secretary

Date: August 4, 2025

# THIRD SUPPLEMENTAL INDENTURE 10.50% SENIOR SECURED NOTES DUE 2028

Third Supplemental Indenture (this "Supplemental Indenture"), dated as of August 4, 2025, among Windstream Services, LLC, a Delaware limited liability company (the "Successor Issuer"), Uniti Fiber Holdings Inc., a Delaware corporation ("Uniti Fiber"), Uniti Group Finance 2019 Inc., a Delaware corporation ("Uniti Group Finance") and CSL Capital, LLC, a Delaware limited liability company ("CSL Capital," and together with Uniti Fiber and Uniti Group Finance, the "Uniti Issuers"; the Uniti Issuers together with the Successor Issuer are hereinafter collectively referred to as the "Issuers"), Uniti Group Inc., a Delaware corporation (formerly known as Windstream Parent Inc.) (the "New Parent"), Uniti Group LLC, a Delaware limited liability company (formerly known as Uniti Group Inc.), the guarantors listed under "Existing Subsidiary Guarantors" on the signature pages hereto (the "Existing Guarantors"), the subsidiaries of the Successor Issuer listed under "New Subsidiary Guarantors" on the signature pages hereto (each a "New Guaranteeing Subsidiary" and, collectively, the "New Guaranteeing Subsidiaries"; the New Guaranteeing Subsidiaries together with the Existing Guarantors shall comprise the "Subsidiary Guarantors" as such term is defined in the Indenture (as defined below)) and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee and as collateral agent (the "Trustee").

#### WITNESSETH

WHEREAS, Uniti Group LP, a Delaware limited partnership (the "**Predecessor Issuer**"), the Uniti Issuers and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as amended, supplemented or otherwise modified through the date hereof, the "**Indenture**"), dated as of February 14, 2023, providing for the issuance of 10.50% Senior Secured Notes due 2028 (the "**Notes**");

Successor Issuer:

WHEREAS, the Predecessor Issuer has merged with and into the Successor Issuer, with the Successor Issuer surviving the merger;

WHEREAS, Section 5.01 of the Indenture contemplates that the Successor Issuer shall execute and deliver a supplemental indenture pursuant to which the Successor Issuer shall expressly assume all obligations of the Predecessor Issuer under the Indenture, the Security Documents and the Notes:

WHEREAS, pursuant to Section 5.01 of the Indenture, upon the merger of the Predecessor Issuer with and into the Successor Issuer and the assumption by the Successor Issuer of all of the obligations of the Predecessor Issuer under the Indenture, the Security Documents and the Notes, the Predecessor Issuer is automatically deemed released and discharged from its obligations under the Indenture, the Security Documents and the Notes;

WHEREAS, pursuant to Section 5.01(a)(i) of the Indenture, the Successor Issuer may be a corporation, partnership (including a limited partnership), trust or limited liability company organized or existing under the laws of the United States, any state or commonwealth thereof, the District of Columbia or any territory thereof;

WHEREAS, pursuant to Section 9.01(c), of the Indenture may be amended without the consent of any Holder to comply with Section 5.01 thereof;

New Guarantors

WHEREAS, pursuant to 9.01(j) of the Indenture, the Indenture may be amended without the consent of any Holder to add a Guarantor under the Indenture or to secure the Obligations thereunder; and

General

WHEREAS, pursuant to Sections 9.01(c), 9.01(d), 9.01(j) and 9.05 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuers, the Existing Guarantors, the New Parent, the New Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- SECTION 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.
- SECTION 2. (a) <u>Successor Issuer</u>. The Successor Issuer hereby expressly assumes and agrees to perform all of the obligations of the Predecessor Issuer under the Indenture, the Security Documents and the Notes.
- (b) Pursuant to Section 5.01 of the Indenture, the Predecessor Issuer is hereby automatically released and discharged from its obligations under the Indenture, the Security Documents and the Notes;
- (c) The Successor Issuer, as Successor Company, hereby succeeds to, and is substituted for (so that from and after the date hereof, the provisions of the Indenture referring to the Predecessor Issuer (referred to as "Uniti" or the "Company" in the Indenture) shall refer instead to the Successor Issuer), and may exercise every right and power of the Predecessor Issuer under the Indenture.
- SECTION 3. New Parent Guarantee. The New Parent, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to a Guarantor that is not a Subsidiary Guarantor, including, but not limited to, Article 11 thereof. For the avoidance of

doubt, Article 10 of the Indenture shall not apply to the Parent Guarantee provided by New Parent.

- SECTION 4. New Guaranteeing Subsidiaries. Each New Guaranteeing Subsidiary, by its execution of this Supplemental Indenture, agrees to be a Subsidiary Guarantor (as such term is defined in the Indenture) under the Indenture and to be bound by the terms of the Indenture applicable to the Subsidiary Guarantors, including, but not limited to, Articles 10 and 11 thereof.
- SECTION 5. <u>Governing Law.</u> This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.
- SECTION 6. <u>Limitation on Liability</u>. No past, present or future stockholder, officer, director, employee or incorporator of the New Parent or any New Guaranteeing Subsidiary shall have any liability under the Guarantee provided by such party, the Indenture or this Supplemental Indenture by reason of such person's status as stockholder, officer, director, employee or incorporator.
- SECTION 7. <u>Ratification of Indenture</u>; <u>Supplemental Indentures Part of Indenture</u>. Except as expressly amended hereby, the Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
- SECTION 8. <u>Counterparts</u>. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, electronic or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.
- SECTION 9. <u>Interpretation; Effect of Headings.</u> This Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Supplemental Indenture will henceforth be read together. The Section headings herein are for convenience only and shall not affect the construction thereof.
- SECTION 10. <u>Conflicts and Inconsistencies</u>. If there is any conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.
- SECTION 11. <u>Obligations of the Trustee</u>. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as

if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Supplemental Indenture, and it shall not be responsible for any statement or recital herein.

SECTION 12. <u>Severability</u>. If any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and no Holder of any series of Notes shall have any claim therefor against any party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

THE ISSUERS:

# WINDSTREAM SERVICES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## UNITI FIBER HOLDINGS INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# UNITI GROUP FINANCE 2019 INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# CSL CAPITAL, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## THE NEW PARENT:

# UNITI GROUP INC. (f/k/a WINDSTREAM PARENT INC.)

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# THE EXISTING PARENT GUARANTOR:

# UNITI GROUP LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

#### THE EXISTING SUBSIDIARY GUARANTORS:

ANS CONNECT, LLC

CONTACT NETWORK, LLC

CSL ALABAMA SYSTEM, LLC

CSL ARKANSAS SYSTEM, LLC

CSL FLORIDA SYSTEM, LLC

CSL GEORGIA REALTY, LLC

CSL GEORGIA SYSTEM, LLC

CSL IOWA SYSTEM, LLC

CSL KENTUCKY SYSTEM, LLC

CSL MISSISSIPPI SYSTEM, LLC

CSL MISSOURI SYSTEM, LLC

CSL NATIONAL GP, LLC

CSL NEW MEXICO SYSTEM, LLC

CSL NORTH CAROLINA REALTY GP, LLC

CSL OHIO SYSTEM, LLC

CSL OKLAHOMA SYSTEM, LLC

CSL REALTY, LLC

CSL TENNESSEE REALTY PARTNER, LLC

CSL TENNESSEE REALTY, LLC

CSL TEXAS SYSTEM, LLC

HUNT TELECOMMUNICATIONS, LLC

INFORMATION TRANSPORT SOLUTIONS, LLC

NEXUS SYSTEMS, LLC

PEG BANDWIDTH DC, LLC

PEG BANDWIDTH DE, LLC

PEG BANDWIDTH LA, LLC

PEG BANDWIDTH MA, LLC

PEG BANDWIDTH MD, LLC

PEG BANDWIDTH MS, LLC

PEG BANDWIDTH NJ, LLC

PEG BANDWIDTH NY TELEPHONE CORP.

PEG BANDWIDTH PA, LLC

PEG BANDWIDTH TX, LLC

PEG BANDWIDTH VA, LLC

SOUTHERN LIGHT, LLC

UNITI DARK FIBER LLC

UNITI FIBER 2020 LLC

UNITI FIBER LLC

UNITI GROUP FINANCE LLC

UNITI GROUP HOLDCO LLC

UNITI LEASING LLC

UNITI LEASING X LLC

UNITI LEASING XI LLC

UNITI LEASING XII LLC

 $[\textit{Signature Page to Supplemental Indenture} - 10.50\% \, \textit{Senior Secured Notes due 2028}]$ 

# UNITI NATIONAL LLC, each as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL NATIONAL, LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# UNITI HOLDINGS LP, as a Guarantor

By: UNITI HOLDINGS GP LLC, as its general partner

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# UNITI QRS HOLDINGS LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

#### THE NEW SUBSIDIARY GUARANTORS:

BOB, LLC

BOSTON RETAIL PARTNERS LLC

BROADVIEW NETWORKS OF VIRGINIA, LLC

BUFFALO VALLEY MANAGEMENT SERVICES, LLC

BUSINESS TELECOM OF VIRGINIA, LLC

CAVALIER IP TV, LLC

CAVALIER TELEPHONE, L.L.C.

CHOICE ONE COMMUNICATIONS OF CONNECTICUT, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MAINE, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS, LLC

(D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF OHIO, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF RHODE ISLAND, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF VERMONT, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE OF NEW HAMPSHIRE, LLC (D/B/A ONE

COMMUNICATIONS)

CINERGY COMMUNICATIONS COMPANY OF VIRGINIA, LLC (D/B/A

ONE COMMUNICATIONS) (F/K/A CINERGY COMMUNICATIONS

COMPANY OF VIRGINIA, INC.)

CONESTOGA ENTERPRISES, LLC

CONESTOGA MANAGEMENT SERVICES, LLC

CONNECTICUT BROADBAND, LLC (D/B/A ONE

COMMUNICATIONS)

CONVERSENT COMMUNICATIONS OF CONNECTICUT, LLC

CONVERSENT COMMUNICATIONS OF MAINE, LLC

CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC

CONVERSENT COMMUNICATIONS OF NEW HAMPSHIRE, LLC

CONVERSENT COMMUNICATIONS OF RHODE ISLAND, LLC

CTC COMMUNICATIONS OF VIRGINIA. LLC

D&E COMMUNICATIONS, LLC

D&E MANAGEMENT SERVICES, LLC

OKLAHOMA WINDSTREAM, LLC

PAETEC COMMUNICATIONS OF VIRGINIA, LLC

PAETEC ITEL, L.L.C.

PAETEC, LLC

TALK AMERICA OF VIRGINIA, LLC

TELEVIEW, LLC

TEXAS WINDSTREAM, LLC

US LEC OF ALABAMA LLC

US LEC OF FLORIDA LLC

US LEC OF SOUTH CAROLINA LLC

US LEC OF TENNESSEE LLC

US LEC OF VIRGINIA L.L.C.

US XCHANGE, LLC

US XCHANGE OF ILLINOIS, L.L.C.

US XCHANGE OF MICHIGAN, L.L.C.

US XCHANGE OF WISCONSIN, L.L.C.

VALOR TELECOMMUNICATIONS OF TEXAS, LLC

WINDSTREAM ALABAMA, LLC

WINDSTREAM ARKANSAS, LLC

WINDSTREAM CAVALIER, LLC

WINDSTREAM COMMUNICATIONS KERRVILLE, LLC

WINDSTREAM COMMUNICATIONS TELECOM, LLC

WINDSTREAM EAGLE SERVICES, LLC

WINDSTREAM EAST TEXAS, LLC

WINDSTREAM EN-TEL, LLC

WINDSTREAM ENTERPRISE HOLDINGS, LLC (F/K/A PAETEC

HOLDING, LLC)

WINDSTREAM ESCROW FINANCE CORP.

WINDSTREAM INTELLECTUAL PROPERTY SERVICES, LLC

WINDSTREAM IOWA COMMUNICATIONS, LLC

WINDSTREAM IOWA-COMM, LLC

WINDSTREAM KDL-VA, LLC

WINDSTREAM KINETIC FIBER, LLC

WINDSTREAM LAKEDALE LINK, LLC

WINDSTREAM LAKEDALE, LLC

WINDSTREAM LEASING, LLC

WINDSTREAM LEXCOM ENTERTAINMENT, LLC

WINDSTREAM LONG DISTANCE, LLC

WINDSTREAM MONTEZUMA, LLC

WINDSTREAM NORTHSTAR, LLC

WINDSTREAM NUVOX ARKANSAS, LLC

WINDSTREAM NUVOX ILLINOIS, LLC

WINDSTREAM NUVOX INDIANA, LLC

WINDSTREAM NUVOX KANSAS, LLC

WINDSTREAM NUVOX OKLAHOMA, LLC

WINDSTREAM OKLAHOMA, LLC

WINDSTREAM SOUTH CAROLINA, LLC

WINDSTREAM SUPPLY, LLC

XETA TECHNOLOGIES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[\textit{Signature Page to Supplemental Indenture} - 10.50\% \ \textit{Senior Secured Notes due 2028}]$ 

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee and as Collateral Agent

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

 $\begin{array}{ll} By: & \underline{/s/\, Peter\, Bono} \\ Name: & \overline{Peter\, Bono} \\ Title: & AVP \end{array}$ 

# THIRD SUPPLEMENTAL INDENTURE 4.750% SENIOR SECURED NOTES DUE 2028

Third Supplemental Indenture (this "Supplemental Indenture"), dated as of August 4, 2025, among Windstream Services, LLC, a Delaware limited liability company (the "Successor Issuer"), Uniti Group Finance 2019 Inc., a Delaware corporation ("Uniti Group Finance") and CSL Capital, LLC, a Delaware limited liability company ("CSL Capital," and together with Uniti Group Finance, the "Uniti Issuers"; the Uniti Issuers together with the Successor Issuer are hereinafter collectively referred to as the "Issuers"), Uniti Group Inc., a Delaware corporation (formerly known as Windstream Parent Inc.) (the "New Parent"), Uniti Group LLC, a Delaware limited liability company (formerly known as Uniti Group Inc.), the guarantors listed under "Existing Subsidiary Guarantors" on the signature pages hereto (the "Existing Guarantors"), the subsidiaries of the Successor Issuer listed under "New Subsidiary Guarantors" on the signature pages hereto (each a "New Guaranteeing Subsidiary" and, collectively, the "New Guaranteeing Subsidiaries"; the New Guaranteeing Subsidiaries together with the Existing Guarantors shall comprise the "Subsidiary Guarantors" as such term is defined in the Indenture (as defined below)) and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee and as collateral agent (the "Trustee").

#### WITNESSETH

WHEREAS, Uniti Group LP, a Delaware limited partnership (the "**Predecessor Issuer**"), the Uniti Issuers and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as amended, supplemented or otherwise modified through the date hereof, the "**Indenture**"), dated as of April 20, 2021, providing for the issuance of 4.750% Senior Secured Notes due 2028 (the "**Notes**");

Successor Issuer:

WHEREAS, the Predecessor Issuer has merged with and into the Successor Issuer, with the Successor Issuer surviving the merger;

WHEREAS, Section 5.01 of the Indenture contemplates that the Successor Issuer shall execute and deliver a supplemental indenture pursuant to which the Successor Issuer shall expressly assume all obligations of the Predecessor Issuer under the Indenture, the Security Documents and the Notes;

WHEREAS, pursuant to Section 5.01 of the Indenture, upon the merger of the Predecessor Issuer with and into the Successor Issuer and the assumption by the Successor Issuer of all of the obligations of the Predecessor Issuer under the Indenture, the Security Documents and the Notes, the Predecessor Issuer is automatically deemed released and discharged from its obligations under the Indenture, the Security Documents and the Notes;

WHEREAS, pursuant to Section 5.01(a)(i) of the Indenture, the Successor Issuer may be a corporation, partnership (including a limited partnership), trust or limited liability company organized or existing under the laws of the United States, any state or commonwealth thereof, the District of Columbia or any territory thereof;

WHEREAS, pursuant to Section 9.01(c), of the Indenture may be amended without the consent of any Holder to comply with Section 5.01 thereof;

New Guarantors

WHEREAS, pursuant to 9.01(j) of the Indenture, the Indenture may be amended without the consent of any Holder to add a Guarantor under the Indenture or to secure the Obligations thereunder; and

General

WHEREAS, pursuant to Sections 9.01(c), 9.01(d), 9.01(j) and 9.05 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuers, the Existing Guarantors, the New Parent, the New Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- SECTION 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.
- SECTION 2. (a) <u>Successor Issuer</u>. The Successor Issuer hereby expressly assumes and agrees to perform all of the obligations of the Predecessor Issuer under the Indenture, the Security Documents and the Notes.
- (b) Pursuant to Section 5.01 of the Indenture, the Predecessor Issuer is hereby automatically released and discharged from its obligations under the Indenture, the Security Documents and the Notes;
- (c) The Successor Issuer, as Successor Company, hereby succeeds to, and is substituted for (so that from and after the date hereof, the provisions of the Indenture referring to the Predecessor Issuer (referred to as "Uniti" or the "Company" in the Indenture) shall refer instead to the Successor Issuer), and may exercise every right and power of the Predecessor Issuer under the Indenture.
- SECTION 3. New Parent Guarantee. The New Parent, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to a Guarantor that is not a Subsidiary Guarantor, including, but not limited to, Article 11 thereof. For the avoidance of doubt, Article 10 of the Indenture shall not apply to the Parent Guarantee provided by New Parent.
- SECTION 4. <u>New Guaranteeing Subsidiaries</u>. Each New Guaranteeing Subsidiary, by its execution of this Supplemental Indenture, agrees to be a Subsidiary Guarantor (as such term is defined in the Indenture) under the Indenture and to be bound by the terms of the Indenture applicable to the Subsidiary Guarantors, including, but not limited to, Articles 10 and 11 thereof.

SECTION 5. Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 6. <u>Limitation on Liability</u>. No past, present or future stockholder, officer, director, employee or incorporator of the New Parent or any New Guaranteeing Subsidiary shall have any liability under the Guarantee provided by such party, the Indenture or this Supplemental Indenture by reason of such person's status as stockholder, officer, director, employee or incorporator.

SECTION 7. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 8. <u>Counterparts</u>. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, electronic or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

SECTION 9. <u>Interpretation</u>; <u>Effect of Headings</u>. This Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Supplemental Indenture will henceforth be read together. The Section headings herein are for convenience only and shall not affect the construction thereof.

SECTION 10. <u>Conflicts and Inconsistencies</u>. If there is any conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

SECTION 11. Obligations of the Trustee. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Supplemental Indenture, and it shall not be responsible for any statement or recital herein.

SECTION 12. <u>Severability</u>. If any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and no Holder of any series of Notes shall have any claim therefor against any party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

THE ISSUERS:

## WINDSTREAM SERVICES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI GROUP FINANCE 2019 INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL CAPITAL, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[\textit{Signature Page to Supplemental Indenture} - 4.750\% \ \textit{Senior Secured Notes due 2028}]$ 

# THE NEW PARENT:

# UNITI GROUP INC. (f/k/a WINDSTREAM PARENT INC.)

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## THE EXISTING PARENT GUARANTOR:

# UNITI GROUP LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

#### THE EXISTING SUBSIDIARY GUARANTORS:

ANS CONNECT, LLC

CONTACT NETWORK, LLC

CSL ALABAMA SYSTEM, LLC

CSL ARKANSAS SYSTEM, LLC

CSL FLORIDA SYSTEM, LLC

CSL GEORGIA REALTY, LLC

CSL GEORGIA SYSTEM, LLC

CSL IOWA SYSTEM, LLC

CSL KENTUCKY SYSTEM, LLC

CSL MISSISSIPPI SYSTEM, LLC

CSL MISSOURI SYSTEM, LLC

CSL NATIONAL GP, LLC

CSL NEW MEXICO SYSTEM, LLC

CSL NORTH CAROLINA REALTY GP, LLC

CSL OHIO SYSTEM, LLC

CSL OKLAHOMA SYSTEM, LLC

CSL REALTY, LLC

CSL TENNESSEE REALTY PARTNER, LLC

CSL TENNESSEE REALTY, LLC

CSL TEXAS SYSTEM, LLC

HUNT TELECOMMUNICATIONS, LLC

INFORMATION TRANSPORT SOLUTIONS, LLC

NEXUS SYSTEMS, LLC

PEG BANDWIDTH DC, LLC

PEG BANDWIDTH DE, LLC

PEG BANDWIDTH LA, LLC

PEG BANDWIDTH MA, LLC

PEG BANDWIDTH MD, LLC

PEG BANDWIDTH MS, LLC

PEG BANDWIDTH NJ, LLC

PEG BANDWIDTH NY TELEPHONE CORP.

PEG BANDWIDTH PA, LLC

PEG BANDWIDTH TX, LLC

PEG BANDWIDTH VA, LLC

SOUTHERN LIGHT, LLC

UNITI DARK FIBER LLC UNITI FIBER 2020 LLC

UNITI FIBER HOLDINGS INC.

UNITI FIBER LLC

UNITI GROUP FINANCE LLC

UNITI GROUP HOLDCO LLC

UNITI LEASING LLC

UNITI LEASING X LLC

UNITI LEASING XI LLC

# UNITI LEASING XII LLC UNITI NATIONAL LLC,

each as a Guarantor

By: /s/ Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL NATIONAL, LP, as a Guarantor

Name: Daniel L. Heard

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

/s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL NORTH CAROLINA REALTY, LP, as a Guarantor

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

/s/ Daniel L. Heard By:

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# UNITI HOLDINGS LP, as a Guarantor

By: UNITI HOLDINGS GP LLC, as its general partner

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI QRS HOLDINGS LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

#### THE NEW SUBSIDIARY GUARANTORS:

BOB, LLC

BOSTON RETAIL PARTNERS LLC

BROADVIEW NETWORKS OF VIRGINIA, LLC

BUFFALO VALLEY MANAGEMENT SERVICES, LLC

BUSINESS TELECOM OF VIRGINIA, LLC

CAVALIER IP TV, LLC

CAVALIER TELEPHONE, L.L.C.

CHOICE ONE COMMUNICATIONS OF CONNECTICUT, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MAINE, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS, LLC

(D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF OHIO, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF RHODE ISLAND, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF VERMONT, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE OF NEW HAMPSHIRE, LLC (D/B/A ONE

COMMUNICATIONS)

CINERGY COMMUNICATIONS COMPANY OF VIRGINIA, LLC (D/B/A

ONE COMMUNICATIONS) (F/K/A CINERGY COMMUNICATIONS

COMPANY OF VIRGINIA, INC.)

CONESTOGA ENTERPRISES, LLC

CONESTOGA MANAGEMENT SERVICES, LLC

CONNECTICUT BROADBAND, LLC (D/B/A ONE

COMMUNICATIONS)

CONVERSENT COMMUNICATIONS OF CONNECTICUT, LLC

CONVERSENT COMMUNICATIONS OF MAINE, LLC

CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC

CONVERSENT COMMUNICATIONS OF NEW HAMPSHIRE, LLC

CONVERSENT COMMUNICATIONS OF RHODE ISLAND, LLC

CTC COMMUNICATIONS OF VIRGINIA, LLC

D&E COMMUNICATIONS, LLC

D&E MANAGEMENT SERVICES, LLC

OKLAHOMA WINDSTREAM, LLC

PAETEC COMMUNICATIONS OF VIRGINIA, LLC

PAETEC ITEL, L.L.C.

PAETEC, LLC

TALK AMERICA OF VIRGINIA, LLC

TELEVIEW, LLC

TEXAS WINDSTREAM, LLC

US LEC OF ALABAMA LLC

US LEC OF FLORIDA LLC

US LEC OF SOUTH CAROLINA LLC

US LEC OF TENNESSEE LLC

US LEC OF VIRGINIA L.L.C.

US XCHANGE, LLC

US XCHANGE OF ILLINOIS, L.L.C.

US XCHANGE OF MICHIGAN, L.L.C.

US XCHANGE OF WISCONSIN, L.L.C.

VALOR TELECOMMUNICATIONS OF TEXAS, LLC

WINDSTREAM ALABAMA, LLC

WINDSTREAM ARKANSAS, LLC

WINDSTREAM CAVALIER, LLC

WINDSTREAM COMMUNICATIONS KERRVILLE, LLC

WINDSTREAM COMMUNICATIONS TELECOM, LLC

WINDSTREAM EAGLE SERVICES, LLC

WINDSTREAM EAST TEXAS, LLC

WINDSTREAM EN-TEL, LLC

WINDSTREAM ENTERPRISE HOLDINGS, LLC (F/K/A PAETEC

HOLDING, LLC)

WINDSTREAM ESCROW FINANCE CORP.

WINDSTREAM INTELLECTUAL PROPERTY SERVICES, LLC

WINDSTREAM IOWA COMMUNICATIONS, LLC

WINDSTREAM IOWA-COMM, LLC

WINDSTREAM KDL-VA, LLC

WINDSTREAM KINETIC FIBER, LLC

WINDSTREAM LAKEDALE LINK, LLC

WINDSTREAM LAKEDALE, LLC

WINDSTREAM LEASING, LLC

WINDSTREAM LEXCOM ENTERTAINMENT, LLC

WINDSTREAM LONG DISTANCE, LLC

WINDSTREAM MONTEZUMA, LLC

WINDSTREAM NORTHSTAR, LLC

WINDSTREAM NUVOX ARKANSAS, LLC

WINDSTREAM NUVOX ILLINOIS, LLC

WINDSTREAM NUVOX INDIANA, LLC

WINDSTREAM NUVOX KANSAS, LLC WINDSTREAM NUVOX OKLAHOMA, LLC

WINDSTREAM OKLAHOMA, LLC

WINDSTREAM SOUTH CAROLINA, LLC

WINDSTREAM SUPPLY, LLC

XETA TECHNOLOGIES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee and as Collateral Agent

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

 $\begin{array}{ll} By: & \underline{/s/\,Peter\,Bono} \\ Name: & \overline{Peter\,Bono} \\ Title: & AVP \end{array}$ 

 $[\textit{Signature Page to Supplemental Indenture} - 4.750\% \, \textit{Senior Secured Notes due 2028}]$ 

# FOURTH SUPPLEMENTAL INDENTURE 6.500% SENIOR NOTES DUE 2029

Fourth Supplemental Indenture (this "Supplemental Indenture"), dated as of August 4, 2025, among Windstream Services, LLC, a Delaware limited liability company (the "Successor Issuer"), Uniti Group Finance 2019 Inc., a Delaware corporation ("Uniti Group Finance") and CSL Capital, LLC, a Delaware limited liability company ("CSL Capital," and together with Uniti Group Finance, the "Uniti Issuers"; the Uniti Issuers together with the Successor Issuer are hereinafter collectively referred to as the "Issuers"), Uniti Group Inc., a Delaware corporation (formerly known as Windstream Parent Inc.) (the "New Parent"), Uniti Group LLC, a Delaware limited liability company (formerly known as Uniti Group Inc.), the guarantors listed under "Existing Subsidiary Guarantors" on the signature pages hereto (the "Existing Guarantors"), the subsidiaries of the Successor Issuer listed under "New Subsidiary Guarantors" on the signature pages hereto (each a "New Guaranteeing Subsidiary" and, collectively, the "New Guaranteeing Subsidiaries"; the New Guaranteeing Subsidiaries together with the Existing Guarantors shall comprise the "Subsidiary Guarantors" as such term is defined in the Indenture (as defined below)) and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee (the "Trustee").

#### WITNESSETH

WHEREAS, Uniti Group LP, a Delaware limited partnership (the "**Predecessor Issuer**"), the Uniti Issuers and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as amended, supplemented or otherwise modified through the date hereof, the "**Indenture**"), dated as of February 2, 2021, providing for the issuance of 6.500% Senior Notes due 2029 (the "**Notes**");

Successor Issuer:

WHEREAS, the Predecessor Issuer has merged with and into the Successor Issuer, with the Successor Issuer surviving the merger;

WHEREAS, Section 5.01 of the Indenture contemplates that the Successor Issuer shall execute and deliver a supplemental indenture pursuant to which the Successor Issuer shall expressly assume all obligations of the Predecessor Issuer under the Indenture and the Notes;

WHEREAS, pursuant to Section 5.01 of the Indenture, upon the merger of the Predecessor Issuer with and into the Successor Issuer and the assumption by the Successor Issuer of all of the obligations of the Predecessor Issuer under the Indenture and the Notes, the Predecessor Issuer is automatically deemed released and discharged from its obligations under the Indenture and the Notes;

WHEREAS, pursuant to Section 5.01(a)(i) of the Indenture, the Successor Issuer may be a corporation, partnership (including a limited partnership), trust or limited liability

company organized or existing under the laws of the United States, any state or commonwealth thereof, the District of Columbia or any territory thereof,

WHEREAS, pursuant to Section 9.01(c), of the Indenture may be amended without the consent of any Holder to comply with Section 5.01 thereof;

New Guarantors

WHEREAS, pursuant to 9.01(j) of the Indenture, the Indenture may be amended without the consent of any Holder to add a Guarantor under the Indenture or to secure the Obligations thereunder; and

General

WHEREAS, pursuant to Sections 9.01(c), 9.01(d), 9.01(j) and 9.05 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuers, the Existing Guarantors, the New Parent, the New Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- SECTION 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.
- SECTION 2. (a) <u>Successor Issuer</u>. The Successor Issuer hereby expressly assumes and agrees to perform all of the obligations of the Predecessor Issuer under the Indenture and the Notes.
- (b) Pursuant to Section 5.01 of the Indenture, the Predecessor Issuer is hereby automatically released and discharged from its obligations under the Indenture and the Notes;
- (c) The Successor Issuer, as Successor Company, hereby succeeds to, and is substituted for (so that from and after the date hereof, the provisions of the Indenture referring to the Predecessor Issuer (referred to as the "Company" in the Indenture) shall refer instead to the Successor Issuer), and may exercise every right and power of the Predecessor Issuer under the Indenture.

SECTION 3. New Parent Guarantee. The New Parent, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to a Guarantor that is not a Subsidiary Guarantor, including, but not limited to, Article 10 thereof.

SECTION 4. New Guaranteeing Subsidiaries. Each New Guaranteeing Subsidiary, by its execution of this Supplemental Indenture, agrees to be a Subsidiary Guarantor (as such term is defined in the Indenture) under the Indenture and to be bound by the terms of the Indenture applicable to the Subsidiary Guarantors, including, but not limited to, Article 10 thereof.

SECTION 5. Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 6. <u>Limitation on Liability</u>. No past, present or future stockholder, officer, director, employee or incorporator of the New Parent or any New Guaranteeing Subsidiary shall have any liability under the Guarantee provided by such party, the Indenture or this Supplemental Indenture by reason of such person's status as stockholder, officer, director, employee or incorporator.

SECTION 7. <u>Ratification of Indenture</u>; <u>Supplemental Indentures Part of Indenture</u>. Except as expressly amended hereby, the Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 8. <u>Counterparts</u>. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, electronic or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

SECTION 9. <u>Interpretation</u>; <u>Effect of Headings</u>. This Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Supplemental Indenture will henceforth be read together. The Section headings herein are for convenience only and shall not affect the construction thereof.

SECTION 10. <u>Conflicts and Inconsistencies</u>. If there is any conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

SECTION 11. Obligations of the Trustee. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Supplemental Indenture, and it shall not be responsible for any statement or recital herein.

SECTION 12. <u>Severability</u>. If any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and no Holder of any series of Notes shall have any claim therefor against any party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

THE ISSUERS:

WINDSTREAM SERVICES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI GROUP FINANCE 2019 INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL CAPITAL, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[\textit{Signature Page to Supplemental Indenture} - 6.500\% \ \textit{Senior Notes due 2029}]$ 

# THE NEW PARENT:

# UNITI GROUP INC. (f/k/a WINDSTREAM PARENT INC.)

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# THE EXISTING PARENT GUARANTOR:

UNITI GROUP LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[\textit{Signature Page to Supplemental Indenture} - 6.500\% \ \textit{Senior Notes due 2029}]$ 

#### THE EXISTING SUBSIDIARY GUARANTORS:

ANS CONNECT, LLC

CONTACT NETWORK, LLC

CSL ALABAMA SYSTEM, LLC

CSL ARKANSAS SYSTEM, LLC

CSL FLORIDA SYSTEM, LLC

CSL GEORGIA REALTY, LLC

CSL GEORGIA SYSTEM, LLC

CSL IOWA SYSTEM, LLC

CSL KENTUCKY SYSTEM, LLC

CSL MISSISSIPPI SYSTEM, LLC

CSL MISSOURI SYSTEM, LLC

CSL NATIONAL GP, LLC

CSL NEW MEXICO SYSTEM, LLC

CSL NORTH CAROLINA REALTY GP, LLC

CSL OHIO SYSTEM, LLC

CSL OKLAHOMA SYSTEM, LLC

CSL REALTY, LLC

CSL TENNESSEE REALTY PARTNER, LLC

CSL TENNESSEE REALTY, LLC

CSL TEXAS SYSTEM, LLC

HUNT TELECOMMUNICATIONS, LLC

INFORMATION TRANSPORT SOLUTIONS, LLC

NEXUS SYSTEMS, LLC

PEG BANDWIDTH DC, LLC

PEG BANDWIDTH DE, LLC

PEG BANDWIDTH LA, LLC

PEG BANDWIDTH MA, LLC

PEG BANDWIDTH MD, LLC

PEG BANDWIDTH MS, LLC

PEG BANDWIDTH NJ, LLC

PEG BANDWIDTH NY TELEPHONE CORP.

PEG BANDWIDTH PA, LLC

PEG BANDWIDTH TX, LLC

PEG BANDWIDTH VA, LLC

SOUTHERN LIGHT, LLC

UNITI DARK FIBER LLC

UNITI FIBER 2020 LLC

UNITI FIBER HOLDINGS INC.

UNITI FIBER LLC

UNITI GROUP FINANCE LLC

UNITI GROUP HOLDCO LLC

UNITI LEASING LLC

UNITI LEASING X LLC

UNITI LEASING XI LLC

## UNITI LEASING XII LLC UNITI NATIONAL LLC, each as a Guarantor

each as a Gaurantor

By: /s/ Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL NATIONAL, LP, as a Guarantor

Name: Daniel L. Heard

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI HOLDINGS LP, as a Guarantor

By: UNITI HOLDINGS GP LLC, as its general partner

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI QRS HOLDINGS LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

#### THE NEW SUBSIDIARY GUARANTORS:

BOB, LLC

BOSTON RETAIL PARTNERS LLC

BROADVIEW NETWORKS OF VIRGINIA, LLC

BUFFALO VALLEY MANAGEMENT SERVICES, LLC

BUSINESS TELECOM OF VIRGINIA, LLC

CAVALIER IP TV, LLC

CAVALIER TELEPHONE, L.L.C.

CHOICE ONE COMMUNICATIONS OF CONNECTICUT, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MAINE, LLC (D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS, LLC (D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF OHIO, LLC (D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF RHODE ISLAND, LLC (D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF VERMONT, LLC (D/B/A ONE COMMUNICATIONS)

CHOICE ONE OF NEW HAMPSHIRE, LLC (D/B/A ONE

COMMUNICATIONS)

CINERGY COMMUNICATIONS COMPANY OF VIRGINIA, LLC (D/B/A ONE COMMUNICATIONS) (F/K/A CINERGY COMMUNICATIONS

COMPANY OF VIRGINIA, INC.) CONESTOGA ENTERPRISES, LLC

CONESTOGA MANAGEMENT SERVICES, LLC

CONNECTICUT BROADBAND, LLC (D/B/A ONE

COMMUNICATIONS)

CONVERSENT COMMUNICATIONS OF CONNECTICUT, LLC

CONVERSENT COMMUNICATIONS OF MAINE, LLC

CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC

CONVERSENT COMMUNICATIONS OF NEW HAMPSHIRE, LLC CONVERSENT COMMUNICATIONS OF RHODE ISLAND, LLC

CTC COMMUNICATIONS OF VIRGINIA, LLC

D&E COMMUNICATIONS, LLC

D&E MANAGEMENT SERVICES, LLC

OKLAHOMA WINDSTREAM, LLC

PAETEC COMMUNICATIONS OF VIRGINIA, LLC

PAETEC ITEL, L.L.C.

PAETEC, LLC

TALK AMERICA OF VIRGINIA, LLC

TELEVIEW, LLC

TEXAS WINDSTREAM, LLC

US LEC OF ALABAMA LLC

US LEC OF FLORIDA LLC

US LEC OF SOUTH CAROLINA LLC

US LEC OF TENNESSEE LLC

US LEC OF VIRGINIA L.L.C.

US XCHANGE, LLC

US XCHANGE OF ILLINOIS, L.L.C.

US XCHANGE OF MICHIGAN, L.L.C.

US XCHANGE OF WISCONSIN, L.L.C.

VALOR TELECOMMUNICATIONS OF TEXAS, LLC

WINDSTREAM ALABAMA, LLC

WINDSTREAM ARKANSAS, LLC

WINDSTREAM CAVALIER, LLC

WINDSTREAM COMMUNICATIONS KERRVILLE, LLC

WINDSTREAM COMMUNICATIONS TELECOM, LLC

WINDSTREAM EAGLE SERVICES, LLC

WINDSTREAM EAST TEXAS, LLC

WINDSTREAM EN-TEL, LLC

WINDSTREAM ENTERPRISE HOLDINGS, LLC (F/K/A PAETEC

HOLDING, LLC)

WINDSTREAM ESCROW FINANCE CORP.

WINDSTREAM INTELLECTUAL PROPERTY SERVICES, LLC

WINDSTREAM IOWA COMMUNICATIONS, LLC

WINDSTREAM IOWA-COMM, LLC

WINDSTREAM KDL-VA, LLC

WINDSTREAM KINETIC FIBER, LLC

WINDSTREAM LAKEDALE LINK, LLC

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WINDSTREAM NUVOX KANSAS, LLC

WINDSTREAM NUVOX OKLAHOMA, LLC

WINDSTREAM OKLAHOMA, LLC

WINDSTREAM SOUTH CAROLINA, LLC

WINDSTREAM SUPPLY, LLC

XETA TECHNOLOGIES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

By: /s/ Peter Bono
Name: Peter Bono
Title: AVP

# THIRD SUPPLEMENTAL INDENTURE 6.000% SENIOR NOTES DUE 2030

Third Supplemental Indenture (this "Supplemental Indenture"), dated as of August 4, 2025, among Windstream Services, LLC, a Delaware limited liability company (the "Successor Issuer"), Uniti Fiber Holdings Inc., a Delaware corporation ("Uniti Fiber"), Uniti Group Finance 2019 Inc., a Delaware corporation ("Uniti Group Finance") and CSL Capital, LLC, a Delaware limited liability company ("CSL Capital," and together with Uniti Fiber and Uniti Group Finance, the "Uniti Issuers"; the Uniti Issuers together with the Successor Issuer are hereinafter collectively referred to as the "Issuers"), Uniti Group Inc., a Delaware corporation (formerly known as Windstream Parent Inc.) (the "New Parent"), Uniti Group LLC, a Delaware limited liability company (formerly known as Uniti Group Inc.), the guarantors listed under "Existing Subsidiary Guarantors" on the signature pages hereto (the "Existing Guarantors"), the subsidiaries of the Successor Issuer listed under "New Subsidiary Guarantors" on the signature pages hereto (each a "New Guaranteeing Subsidiary" and, collectively, the "New Guaranteeing Subsidiaries"; the New Guaranteeing Subsidiaries together with the Existing Guarantors shall comprise the "Subsidiary Guarantors" as such term is defined in the Indenture (as defined below)) and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee (the "Trustee").

#### WITNESSETH

WHEREAS, Uniti Group LP, a Delaware limited partnership (the "**Predecessor Issuer**"), the Uniti Issuers and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as amended, supplemented or otherwise modified through the date hereof, the "**Indenture**"), dated as of October 13, 2021, providing for the issuance of 6.000% Senior Notes due 2030 (the "**Notes**");

Successor Issuer:

WHEREAS, the Predecessor Issuer has merged with and into the Successor Issuer, with the Successor Issuer surviving the merger;

WHEREAS, Section 5.01 of the Indenture contemplates that the Successor Issuer shall execute and deliver a supplemental indenture pursuant to which the Successor Issuer shall expressly assume all obligations of the Predecessor Issuer under the Indenture and the Notes:

WHEREAS, pursuant to Section 5.01 of the Indenture, upon the merger of the Predecessor Issuer with and into the Successor Issuer and the assumption by the Successor Issuer of all of the obligations of the Predecessor Issuer under the Indenture and the Notes, the Predecessor Issuer is automatically deemed released and discharged from its obligations under the Indenture and the Notes;

WHEREAS, pursuant to Section 5.01(a)(i) of the Indenture, the Successor Issuer may be a corporation, partnership (including a limited partnership), trust or limited liability

company organized or existing under the laws of the United States, any state or commonwealth thereof, the District of Columbia or any territory thereof;

WHEREAS, pursuant to Section 9.01(c), of the Indenture may be amended without the consent of any Holder to comply with Section 5.01 thereof;

New Guarantors

WHEREAS, pursuant to 9.01(j) of the Indenture, the Indenture may be amended without the consent of any Holder to add a Guarantor under the Indenture or to secure the Obligations thereunder; and

General

WHEREAS, pursuant to Sections 9.01(c), 9.01(d), 9.01(j) and 9.05 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuers, the Existing Guarantors, the New Parent, the New Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- SECTION 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.
- SECTION 2. (a) <u>Successor Issuer</u>. The Successor Issuer hereby expressly assumes and agrees to perform all of the obligations of the Predecessor Issuer under the Indenture and the Notes.
- (b) Pursuant to Section 5.01 of the Indenture, the Predecessor Issuer is hereby automatically released and discharged from its obligations under the Indenture and the Notes;
- (c) The Successor Issuer, as Successor Company, hereby succeeds to, and is substituted for (so that from and after the date hereof, the provisions of the Indenture referring to the Predecessor Issuer (referred to as "the "Company" in the Indenture) shall refer instead to the Successor Issuer), and may exercise every right and power of the Predecessor Issuer under the Indenture.
- SECTION 3. New Parent Guarantee. The New Parent, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to a Guarantor that is not a Subsidiary Guarantor, including, but not limited to, Article 10 thereof.
- SECTION 4. New Guaranteeing Subsidiaries. Each New Guaranteeing Subsidiary, by its execution of this Supplemental Indenture, agrees to be a Subsidiary Guarantor (as such term is defined in the Indenture) under the Indenture and to be bound

by the terms of the Indenture applicable to the Subsidiary Guarantors, including, but not limited to, Article 10 thereof.

SECTION 5. Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 6. <u>Limitation on Liability</u>. No past, present or future stockholder, officer, director, employee or incorporator of the New Parent or any New Guaranteeing Subsidiary shall have any liability under the Guarantee provided by such party, the Indenture or this Supplemental Indenture by reason of such person's status as stockholder, officer, director, employee or incorporator.

SECTION 7. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 8. <u>Counterparts</u>. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, electronic or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

SECTION 9. <u>Interpretation</u>; <u>Effect of Headings</u>. This Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Supplemental Indenture will henceforth be read together. The Section headings herein are for convenience only and shall not affect the construction thereof.

SECTION 10. <u>Conflicts and Inconsistencies</u>. If there is any conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

SECTION 11. Obligations of the Trustee. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Supplemental Indenture, and it shall not be responsible for any statement or recital herein.

SECTION 12. Severability. If any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the

remaining provisions hereof shall not in any way be affected or impaired thereby, and no Holder of any series of Notes shall have any claim therefor against any party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

THE ISSUERS:

#### WINDSTREAM SERVICES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## UNITI FIBER HOLDINGS INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## UNITI GROUP FINANCE 2019 INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## CSL CAPITAL, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[\textit{Signature Page to Supplemental Indenture} - 6.000\% \, \textit{Senior Notes due 2030}]$ 

## THE NEW PARENT:

# UNITI GROUP INC. (f/k/a WINDSTREAM PARENT INC.)

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## THE EXISTING PARENT GUARANTOR:

## UNITI GROUP LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

#### THE EXISTING SUBSIDIARY GUARANTORS:

ANS CONNECT, LLC

CONTACT NETWORK, LLC

CSL ALABAMA SYSTEM, LLC

CSL ARKANSAS SYSTEM, LLC

CSL FLORIDA SYSTEM, LLC

CSL GEORGIA REALTY, LLC

CSL GEORGIA SYSTEM, LLC

CSL IOWA SYSTEM, LLC

CSL KENTUCKY SYSTEM, LLC

CSL MISSISSIPPI SYSTEM, LLC

CSL MISSOURI SYSTEM, LLC

CSL NATIONAL GP, LLC

CSL NEW MEXICO SYSTEM, LLC

CSL NORTH CAROLINA REALTY GP, LLC

CSL OHIO SYSTEM, LLC

CSL OKLAHOMA SYSTEM, LLC

CSL REALTY, LLC

CSL TENNESSEE REALTY PARTNER, LLC

CSL TENNESSEE REALTY, LLC

CSL TEXAS SYSTEM, LLC

HUNT TELECOMMUNICATIONS, LLC

INFORMATION TRANSPORT SOLUTIONS, LLC

NEXUS SYSTEMS, LLC

PEG BANDWIDTH DC, LLC

PEG BANDWIDTH DE, LLC

PEG BANDWIDTH LA, LLC

PEG BANDWIDTH MA, LLC

PEG BANDWIDTH MD, LLC

PEG BANDWIDTH MS, LLC

PEG BANDWIDTH NJ, LLC

PEG BANDWIDTH NY TELEPHONE CORP.

PEG BANDWIDTH PA, LLC

PEG BANDWIDTH TX, LLC

PEG BANDWIDTH VA, LLC

SOUTHERN LIGHT, LLC

UNITI DARK FIBER LLC

UNITI FIBER 2020 LLC UNITI FIBER LLC

UNITI GROUP FINANCE LLC

UNITI GROUP HOLDCO LLC

UNITI LEASING LLC

UNITI LEASING X LLC

UNITI LEASING XI LLC

UNITI LEASING XII LLC

# UNITI NATIONAL LLC, each as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL NATIONAL, LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## UNITI HOLDINGS LP, as a Guarantor

By: UNITI HOLDINGS GP LLC, as its general partner

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI QRS HOLDINGS LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[\textit{Signature Page to Supplemental Indenture} - 6.000\% \, \textit{Senior Notes due 2030}]$ 

#### THE NEW SUBSIDIARY GUARANTORS:

BOB, LLC

BOSTON RETAIL PARTNERS LLC

BROADVIEW NETWORKS OF VIRGINIA, LLC

BUFFALO VALLEY MANAGEMENT SERVICES, LLC

BUSINESS TELECOM OF VIRGINIA, LLC

CAVALIER IP TV, LLC

CAVALIER TELEPHONE, L.L.C.

CHOICE ONE COMMUNICATIONS OF CONNECTICUT, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MAINE, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS, LLC

(D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF OHIO, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF RHODE ISLAND, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF VERMONT, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE OF NEW HAMPSHIRE, LLC (D/B/A ONE

COMMUNICATIONS)

CINERGY COMMUNICATIONS COMPANY OF VIRGINIA, LLC (D/B/A

ONE COMMUNICATIONS) (F/K/A CINERGY COMMUNICATIONS

COMPANY OF VIRGINIA, INC.)

CONESTOGA ENTERPRISES, LLC

CONESTOGA MANAGEMENT SERVICES, LLC

CONNECTICUT BROADBAND, LLC (D/B/A ONE

COMMUNICATIONS)

CONVERSENT COMMUNICATIONS OF CONNECTICUT, LLC

CONVERSENT COMMUNICATIONS OF MAINE, LLC

CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC

CONVERSENT COMMUNICATIONS OF NEW HAMPSHIRE, LLC

CONVERSENT COMMUNICATIONS OF RHODE ISLAND, LLC

CTC COMMUNICATIONS OF VIRGINIA, LLC

D&E COMMUNICATIONS, LLC

D&E MANAGEMENT SERVICES, LLC

OKLAHOMA WINDSTREAM, LLC

PAETEC COMMUNICATIONS OF VIRGINIA, LLC

PAETEC ITEL, L.L.C.

PAETEC, LLC

TALK AMERICA OF VIRGINIA, LLC

TELEVIEW, LLC

TEXAS WINDSTREAM, LLC

US LEC OF ALABAMA LLC

US LEC OF FLORIDA LLC

US LEC OF SOUTH CAROLINA LLC

US LEC OF TENNESSEE LLC

US LEC OF VIRGINIA L.L.C.

US XCHANGE, LLC

US XCHANGE OF ILLINOIS, L.L.C.

US XCHANGE OF MICHIGAN, L.L.C.

US XCHANGE OF WISCONSIN, L.L.C.

VALOR TELECOMMUNICATIONS OF TEXAS, LLC

WINDSTREAM ALABAMA, LLC

WINDSTREAM ARKANSAS, LLC

WINDSTREAM CAVALIER, LLC

WINDSTREAM COMMUNICATIONS KERRVILLE, LLC

WINDSTREAM COMMUNICATIONS TELECOM, LLC

WINDSTREAM EAGLE SERVICES, LLC

WINDSTREAM EAST TEXAS, LLC

WINDSTREAM EN-TEL, LLC

WINDSTREAM ENTERPRISE HOLDINGS, LLC (F/K/A PAETEC

HOLDING, LLC)

WINDSTREAM ESCROW FINANCE CORP.

WINDSTREAM INTELLECTUAL PROPERTY SERVICES, LLC

WINDSTREAM IOWA COMMUNICATIONS, LLC

WINDSTREAM IOWA-COMM, LLC

WINDSTREAM KDL-VA, LLC

WINDSTREAM KINETIC FIBER, LLC

WINDSTREAM LAKEDALE LINK, LLC

WINDSTREAM LAKEDALE, LLC

WINDSTREAM LEASING, LLC

WINDSTREAM LEXCOM ENTERTAINMENT, LLC

WINDSTREAM LONG DISTANCE, LLC

WINDSTREAM MONTEZUMA, LLC

WINDSTREAM NORTHSTAR, LLC

WINDSTREAM NUVOX ARKANSAS, LLC

WINDSTREAM NUVOX ILLINOIS, LLC

WINDSTREAM NUVOX INDIANA, LLC

WINDSTREAM NUVOX KANSAS, LLC WINDSTREAM NUVOX OKLAHOMA, LLC

WINDSTREAM OKLAHOMA, LLC

WINDSTREAM SOUTH CAROLINA, LLC

WINDSTREAM SUPPLY, LLC

XETA TECHNOLOGIES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

By: /s/ Peter Bono

Name: Peter Bono
Title: AVP

 $[\textit{Signature Page to Supplemental Indenture} - 6.000\% \, \textit{Senior Notes due 2030}]$ 

# FIRST SUPPLEMENTAL INDENTURE 8.625% SENIOR NOTES DUE 2032

First Supplemental Indenture (this "Supplemental Indenture"), dated as of August 4, 2025, among Windstream Services, LLC, a Delaware limited liability company (the "Successor Issuer"), Uniti Fiber Holdings Inc., a Delaware corporation ("Uniti Fiber"), Uniti Group Finance 2019 Inc., a Delaware corporation ("Uniti Group Finance") and CSL Capital, LLC, a Delaware limited liability company ("CSL Capital," and together with Uniti Fiber and Uniti Group Finance, the "Uniti Issuers"; the Uniti Issuers together with the Successor Issuer are hereinafter collectively referred to as the "Issuers"), Uniti Group Inc., a Delaware corporation (formerly known as Windstream Parent Inc.) (the "New Parent"), Uniti Group LLC, a Delaware limited liability company (formerly known as Uniti Group Inc.), the guarantors listed under "Existing Subsidiary Guarantors" on the signature pages hereto (the "Existing Guarantors"), the subsidiaries of the Successor Issuer listed under "New Subsidiary Guarantors" on the signature pages hereto (each a "New Guaranteeing Subsidiary" and, collectively, the "New Guaranteeing Subsidiaries"; the New Guaranteeing Subsidiaries together with the Existing Guarantors shall comprise the "Subsidiary Guarantors" as such term is defined in the Indenture (as defined below)) and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee (the "Trustee").

#### WITNESSETH

WHEREAS, Uniti Group LP, a Delaware limited partnership (the "**Predecessor Issuer**"), the Uniti Issuers and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as amended, supplemented or otherwise modified through the date hereof, the "**Indenture**"), dated as of June 24, 2025, providing for the issuance of 8.625% Senior Notes due 2032 (the "**Notes**");

Successor Issuer:

WHEREAS, the Predecessor Issuer has merged with and into the Successor Issuer, with the Successor Issuer surviving the merger;

WHEREAS, Section 5.01 of the Indenture contemplates that the Successor Issuer shall execute and deliver a supplemental indenture pursuant to which the Successor Issuer shall expressly assume all obligations of the Predecessor Issuer under the Indenture and the Notes:

WHEREAS, pursuant to Section 5.01 of the Indenture, upon the merger of the Predecessor Issuer with and into the Successor Issuer and the assumption by the Successor Issuer of all of the obligations of the Predecessor Issuer under the Indenture and the Notes, the Predecessor Issuer is automatically deemed released and discharged from its obligations under the Indenture and the Notes;

WHEREAS, pursuant to Section 5.01(a)(i) of the Indenture, the Successor Issuer may be a corporation, partnership (including a limited partnership), trust or limited liability

company organized or existing under the laws of the United States, any state or commonwealth thereof, the District of Columbia or any territory thereof;

WHEREAS, pursuant to Section 9.01(c), of the Indenture may be amended without the consent of any Holder to comply with Section 5.01 thereof;

New Guarantors

WHEREAS, pursuant to 9.01(j) of the Indenture, the Indenture may be amended without the consent of any Holder to add a Guarantor under the Indenture or to secure the Obligations thereunder; and

General

WHEREAS, pursuant to Sections 9.01(c), 9.01(d), 9.01(j) and 9.05 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuers, the Existing Guarantors, the New Parent, the New Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

SECTION 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

SECTION 2. (a) <u>Successor Issuer</u>. The Successor Issuer hereby expressly assumes and agrees to perform all of the obligations of the Predecessor Issuer under the Indenture and the Notes.

- (b) Pursuant to Section 5.01 of the Indenture, the Predecessor Issuer is hereby automatically released and discharged from its obligations under the Indenture and the Notes;
- (c) The Successor Issuer, as Successor Company, hereby succeeds to, and is substituted for (so that from and after the date hereof, the provisions of the Indenture referring to the Predecessor Issuer (referred to as "Uniti" or the "Company" in the Indenture) shall refer instead to the Successor Issuer), and may exercise every right and power of the Predecessor Issuer under the Indenture.

SECTION 3. New Parent Guarantee. The New Parent, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to a Guarantor that is not a Subsidiary Guarantor, including, but not limited to, Article 10 thereof.

SECTION 4. New Guaranteeing Subsidiaries. Each New Guaranteeing Subsidiary, by its execution of this Supplemental Indenture, agrees to be a Subsidiary Guarantor (as such term is defined in the Indenture) under the Indenture and to be bound

by the terms of the Indenture applicable to the Subsidiary Guarantors, including, but not limited to, Article 10 thereof.

SECTION 5. Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 6. <u>Limitation on Liability</u>. No past, present or future stockholder, officer, director, employee or incorporator of the New Parent or any New Guaranteeing Subsidiary shall have any liability under the Guarantee provided by such party, the Indenture or this Supplemental Indenture by reason of such person's status as stockholder, officer, director, employee or incorporator.

SECTION 7. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 8. <u>Counterparts</u>. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, electronic or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

SECTION 9. <u>Interpretation</u>; <u>Effect of Headings</u>. This Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Supplemental Indenture will henceforth be read together. The Section headings herein are for convenience only and shall not affect the construction thereof.

SECTION 10. <u>Conflicts and Inconsistencies</u>. If there is any conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

SECTION 11. Obligations of the Trustee. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Supplemental Indenture, and it shall not be responsible for any statement or recital herein.

SECTION 12. <u>Severability</u>. If any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and no Holder of any series of Notes shall have any claim therefor against any party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

THE ISSUERS:

#### WINDSTREAM SERVICES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## UNITI FIBER HOLDINGS INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI GROUP FINANCE 2019 INC.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL CAPITAL, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[\textit{Signature Page to Supplemental Indenture} - 8.625\% \, \textit{Senior Notes due 2032}]$ 

## THE NEW PARENT:

# UNITI GROUP INC. (f/k/a WINDSTREAM PARENT INC.)

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## THE EXISTING PARENT GUARANTOR:

## UNITI GROUP LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

#### THE EXISTING SUBSIDIARY GUARANTORS:

CONTACT NETWORK, LLC

CSL ALABAMA SYSTEM, LLC

CSL ARKANSAS SYSTEM, LLC

CSL FLORIDA SYSTEM, LLC

CSL IOWA SYSTEM, LLC

CSL KENTUCKY SYSTEM, LLC

CSL MISSISSIPPI SYSTEM, LLC

CSL MISSOURI SYSTEM, LLC

CSL NATIONAL GP, LLC

CSL NEW MEXICO SYSTEM, LLC

CSL NORTH CAROLINA REALTY GP, LLC

CSL OHIO SYSTEM, LLC

CSL OKLAHOMA SYSTEM, LLC

CSL REALTY, LLC

CSL TENNESSEE REALTY PARTNER, LLC

CSL TENNESSEE REALTY, LLC

CSL TEXAS SYSTEM, LLC

HUNT TELECOMMUNICATIONS, LLC

INFORMATION TRANSPORT SOLUTIONS, LLC

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 FIBER 2020 LLC

UNITI FIBER LLC

UNITI GROUP FINANCE LLC

UNITI GROUP HOLDCO LLC

UNITI LEASING LLC

UNITI LEASING X LLC

UNITI LEASING XI LLC

UNITI LEASING XII LLC,

each as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL NATIONAL, LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI HOLDINGS LP, as a Guarantor

By: UNITI HOLDINGS GP LLC, as its general partner

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# UNITI QRS HOLDINGS LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[\textit{Signature Page to Supplemental Indenture} - 8.625\% \, \textit{Senior Notes due 2032}]$ 

#### THE NEW SUBSIDIARY GUARANTORS:

BOB, LLC

BOSTON RETAIL PARTNERS LLC

BROADVIEW NETWORKS OF VIRGINIA, LLC

BUFFALO VALLEY MANAGEMENT SERVICES, LLC

BUSINESS TELECOM OF VIRGINIA, LLC

CAVALIER IP TV, LLC

CAVALIER TELEPHONE, L.L.C.

CHOICE ONE COMMUNICATIONS OF CONNECTICUT, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MAINE, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS, LLC

(D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF OHIO, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF RHODE ISLAND, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF VERMONT, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE OF NEW HAMPSHIRE, LLC (D/B/A ONE

COMMUNICATIONS)

CINERGY COMMUNICATIONS COMPANY OF VIRGINIA, LLC (D/B/A

ONE COMMUNICATIONS) (F/K/A CINERGY COMMUNICATIONS

COMPANY OF VIRGINIA, INC.)

CONESTOGA ENTERPRISES, LLC

CONESTOGA MANAGEMENT SERVICES, LLC

CONNECTICUT BROADBAND, LLC (D/B/A ONE

COMMUNICATIONS)

CONVERSENT COMMUNICATIONS OF CONNECTICUT, LLC

CONVERSENT COMMUNICATIONS OF MAINE, LLC

CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC

CONVERSENT COMMUNICATIONS OF NEW HAMPSHIRE, LLC

CONVERSENT COMMUNICATIONS OF RHODE ISLAND, LLC

CTC COMMUNICATIONS OF VIRGINIA, LLC

D&E COMMUNICATIONS, LLC

D&E MANAGEMENT SERVICES, LLC

OKLAHOMA WINDSTREAM, LLC

PAETEC COMMUNICATIONS OF VIRGINIA, LLC

PAETEC ITEL, L.L.C.

PAETEC, LLC

TALK AMERICA OF VIRGINIA, LLC

TELEVIEW, LLC

TEXAS WINDSTREAM, LLC

US LEC OF ALABAMA LLC

US LEC OF FLORIDA LLC

US LEC OF SOUTH CAROLINA LLC

US LEC OF TENNESSEE LLC

US LEC OF VIRGINIA L.L.C.

US XCHANGE, LLC

US XCHANGE OF ILLINOIS, L.L.C.

US XCHANGE OF MICHIGAN, L.L.C.

US XCHANGE OF WISCONSIN, L.L.C.

VALOR TELECOMMUNICATIONS OF TEXAS, LLC

WINDSTREAM ALABAMA, LLC

WINDSTREAM ARKANSAS, LLC

WINDSTREAM CAVALIER, LLC

WINDSTREAM COMMUNICATIONS KERRVILLE, LLC

WINDSTREAM COMMUNICATIONS TELECOM, LLC

WINDSTREAM EAGLE SERVICES, LLC

WINDSTREAM EAST TEXAS, LLC

WINDSTREAM EN-TEL, LLC

WINDSTREAM ENTERPRISE HOLDINGS, LLC (F/K/A PAETEC

HOLDING, LLC)

WINDSTREAM ESCROW FINANCE CORP.

WINDSTREAM INTELLECTUAL PROPERTY SERVICES, LLC

WINDSTREAM IOWA COMMUNICATIONS, LLC

WINDSTREAM IOWA-COMM, LLC

WINDSTREAM KDL-VA, LLC

WINDSTREAM KINETIC FIBER, LLC

WINDSTREAM LAKEDALE LINK, LLC

WINDSTREAM LAKEDALE, LLC

WINDSTREAM LEASING, LLC

WINDSTREAM LEXCOM ENTERTAINMENT, LLC

WINDSTREAM LONG DISTANCE, LLC

WINDSTREAM MONTEZUMA, LLC

WINDSTREAM NORTHSTAR, LLC

WINDSTREAM NUVOX ARKANSAS, LLC

WINDSTREAM NUVOX ILLINOIS, LLC

WINDSTREAM NUVOX INDIANA, LLC

WINDSTREAM NUVOX KANSAS, LLC WINDSTREAM NUVOX OKLAHOMA, LLC

WINDSTREAM OKLAHOMA, LLC

WINDSTREAM SOUTH CAROLINA, LLC

WINDSTREAM SUPPLY, LLC

XETA TECHNOLOGIES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

By: /s/ Peter Bono
Name: Peter Bono

Title: AVP

 $[\textit{Signature Page to Supplemental Indenture} - 8.625\% \, \textit{Senior Notes due 2032}]$ 

# SECOND SUPPLEMENTAL INDENTURE 8.250% SENIOR FIRST LIEN NOTES DUE 2031

SECOND SUPPLEMENTAL INDENTURE, (this "<u>Supplemental Indenture</u>") dated as of August 4, 2025, by and among Uniti Group Inc., a Delaware corporation (formerly known as Windstream Parent, Inc.) and Uniti Group LLC, a Delaware limited liability company (the "<u>New Parent Guarantors</u>" and each a "<u>Parent Guarantors</u>"), the parties that are signatories hereto as Subsidiary Guarantors (the "<u>New Subsidiary Guarantors</u>" and each a "<u>New Subsidiary Guarantors</u>" and the New Parent Guarantors are hereinafter collectively referred to as the "<u>New Guarantors</u>"), Windstream Services, LLC, a Delaware limited liability company, as Issuer, Windstream Escrow Finance Corp., a Delaware corporation, as Co-Issuer, and Wilmington Trust, National Association, a national banking association, as Trustee and Notes Collateral Agent under the Indenture referred to below.

#### WITNESSETH:

WHEREAS, each of Windstream Services, LLC, the Co-Issuer, the Trustee and the Notes Collateral Agent have heretofore executed and delivered an indenture dated as of October 4, 2024 (as amended, supplemented, waived or otherwise modified, the "<u>Indenture</u>"), providing for the issuance of an aggregate principal amount of \$800,000,000 of 8.250% Senior First Lien Notes due 2031 of the Issuers (the "<u>Notes</u>"), as supplemented by the First Supplemental Indenture, dated as of December 23, 2024, by and among Windstream Services, LLC, the Co-Issuer, the Trustee and the Notes Collateral Agent, in connection with the issuance of an additional aggregate principal amount of \$800,000,000 in Notes;

WHEREAS, the Indenture provides that in connection with the Permitted Reorganization, each New Guarantor shall execute and deliver to the Trustee and Notes Collateral Agent a supplemental indenture pursuant to which such New Guarantor shall unconditionally guarantee, on a joint and several basis with the other Guarantors, all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Guarantee"); and

WHEREAS, pursuant to <u>Section 9.1</u> of the Indenture, the Issuers, any Guarantor, the Trustee and the Notes Collateral Agent, as applicable, are authorized to execute and deliver a supplemental indenture to add additional Guarantors, without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantors, the Issuers, the other Guarantors, the Trustee and the Notes Collateral Agent mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

#### ARTICLEI

#### **DEFINITIONS**

Section 1.1. *Defined Terms*. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular Section hereof.

#### **ARTICLE II**

#### AGREEMENT TO BE BOUND; GUARANTEE

Section 2.1. *Agreement to be Bound*. Each New Parent Guarantor hereby agrees to become a party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture; *provided*, *however*, that neither New Parent Guarantor shall be subject to Article XII of the Indenture. Each New Subsidiary Guarantor hereby becomes a party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture.

Section 2.2. *Guarantee*. Each New Parent Guarantor hereby agrees, on a joint and several basis with all the existing Guarantors and the other New Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes, the Trustee and the Notes Collateral Agent the Guaranteed Obligations pursuant to <u>Article X</u> of the Indenture on a senior unsecured basis. Each New Subsidiary Guarantor agrees, on a joint and several basis with all the existing Guarantors and the other New Subsidiary Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the Guaranteed Obligations pursuant to <u>Article X</u> of the Indenture on a senior secured basis.

#### **ARTICLE III**

#### **MISCELLANEOUS**

Section 3.1. *Notices*. All notices and other communications to the New Guarantors shall be given as provided in the Indenture to such New Guarantors, at the address set forth below, with a copy to the Issuers as provided in the Indenture for notices to the Issuers.

Daniel L. Heard
Executive Vice President — General Counsel and Secretary of Uniti Group Inc.
Uniti Group Inc.
2101 Riverfront Drive; Suite A
Little Rock, Arkansas 72202
(501) 850-0820

- Section 3.2. *Merger and Consolidation*. No New Guarantor shall sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into another Person except in accordance with Section 4.1(f) of the Indenture.
- Section 3.3. *Release of Guarantee*. The Guarantee provided by each New Subsidiary Guarantor shall be released in accordance with Section 10.2 of the Indenture. The Guarantee provided by each New Parent Guarantor may be released at any time upon the written request of such New Parent Guarantor.
- Section 3.4. *Parties*. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders, the Trustee and the Notes Collateral Agent, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.
- Section 3.5. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.
- Section 3.6. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- Section 3.7. *Benefits Acknowledged*. Each New Guaranter's Guarantee is subject to the terms and conditions set forth herein and in the Indenture. Each New Guaranter acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.
- Section 3.8. *Ratification of Indenture; Supplemental Indentures Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
- Section 3.9. The Trustee and the Notes Collateral Agent. The Trustee and the Notes Collateral Agent make no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.
- Section 3.10. *Counterparts*. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The words "execution," signed," "signature" and words of like import in this Supplemental Indenture or in any other certificate, agreement or document related to this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without

limitation, "pdf," "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the UCC; notwithstanding anything herein to the contrary, neither the Trustee nor the Notes Collateral Agent is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Trustee or the Notes Collateral Agent pursuant to reasonable procedures approved by the Trustee or the Notes Collateral Agent, as applicable.

Section 3.11. Execution and Delivery. Each New Guaranter agrees that its Guarantee shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of any such Guarantee.

Section 3.12. *Headings*. The headings of the Articles and the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

## **ISSUERS**:

## WINDSTREAM SERVICES, LLC

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

## WINDSTREAM ESCROW FINANCE CORP.

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

 $[Signature\ Page\ to\ Supplemental\ Indenture-8.250\%\ Senior\ Secured\ Notes\ due\ 2031]$ 

## **NEW PARENT GUARANTORS**:

## UNITI GROUP INC.

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

#### UNITI GROUP LLC

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

## **NEW SUBSIDIARY GUARANTORS:**

## UNITI FIBER HOLDINGS INC.

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

## UNITI GROUP FINANCE 2019 INC.

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

 $[Signature\ Page\ to\ Supplemental\ Indenture-8.250\%\ Senior\ Secured\ Notes\ due\ 2031]$ 

# CSL CAPITAL, LLC

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

ANS CONNECT, LLC

CONTACT NETWORK, LLC

CSL ALABAMA SYSTEM, LLC

CSL ARKANSAS SYSTEM, LLC

CSL FLORIDA SYSTEM, LLC

CSL GEORGIA REALTY, LLC

CSL GEORGIA SYSTEM, LLC

CSL IOWA SYSTEM, LLC

CSL KENTUCKY SYSTEM, LLC

CSL MISSISSIPPI SYSTEM, LLC

CSL MISSOURI SYSTEM, LLC

CSL NATIONAL GP, LLC

CSL NEW MEXICO SYSTEM, LLC

CSL NORTH CAROLINA REALTY GP, LLC

CSL OHIO SYSTEM, LLC

CSL OKLAHOMA SYSTEM, LLC

CSL REALTY, LLC

CSL TENNESSEE REALTY PARTNER, LLC

CSL TENNESSEE REALTY, LLC

CSL TEXAS SYSTEM, LLC

HUNT TELECOMMUNICATIONS, LLC

INFORMATION TRANSPORT SOLUTIONS, LLC

NEXUS SYSTEMS, LLC

PEG BANDWIDTH DC, LLC

PEG BANDWIDTH DE, LLC

PEG BANDWIDTH LA, LLC

PEG BANDWIDTH MA, LLC

PEG BANDWIDTH MD, LLC

PEG BANDWIDTH MS, LLC

PEG BANDWIDTH NJ, LLC

PEG BANDWIDTH NY TELEPHONE CORP.

PEG BANDWIDTH PA, LLC

PEG BANDWIDTH TX, LLC
PEG BANDWIDTH VA, LLC
SOUTHERN LIGHT, LLC
UNITI DARK FIBER LLC
UNITI FIBER 2020 LLC
UNITI FIBER LLC
UNITI GROUP FINANCE LLC
UNITI GROUP HOLDCO LLC
UNITI LEASING LLC
UNITI LEASING X LLC
UNITI LEASING XI LLC
UNITI LEASING XII LLC
UNITI LEASING XII LLC
UNITI NATIONAL LLC

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

### CSL NATIONAL, LP

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

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

### CSL NORTH CAROLINA REALTY, LP

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

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

### CSL NORTH CAROLINA SYSTEM, LP

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

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

[Signature Page to Supplemental Indenture – 8.250% Senior Secured Notes due 2031]

# UNITI HOLDINGS

LP

By: UNITI HOLDINGS GP LLC,

as its general partner

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

# UNITI QRS HOLDINGS LP

By: UNITI QRS Holdings GP LLC,

as its general partner

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

[Signature Page to Supplemental Indenture – 8.250% Senior Secured Notes due 2031]

# WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee and Notes Collateral Agent

By: /s/ Latoya S. Elvin

Name: Latoya S. Elvin Title: Vice President

[Signature Page to Supplemental Indenture – 8.250% Senior Secured Notes due 2031]

### UNITI GROUP LLC

### UNITI GROUP INC.

### THE GUARANTORS NAMED ON THE SIGNATURE PAGES HERETO

AND

### DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Trustee

# SECOND SUPPLEMENTAL INDENTURE

August 4, 2025

7.50% Convertible Senior Notes due 2027

SECOND SUPPLEMENTAL INDENTURE, dated as of August 4, 2025 (this "Supplemental Indenture"), by and among Uniti Group LLC (formerly known as "Uniti Group Inc."), a Delaware limited liability company (the "Company"), Uniti Group Inc. (formerly known as "Windstream Parent, Inc."), a Delaware corporation (the "Parent"), the Guarantors listed on the signature pages hereto, and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), to the Indenture, dated as of December 12, 2022 (the "Indenture"), among the Company, the Guarantors and the Trustee.

WHEREAS, the Company has heretofore executed and delivered the Indenture, pursuant to which the Company issued its 7.50% Convertible Senior Notes due 2027 (the "Notes") in the original aggregate principal amount of \$306,500,000, which were originally convertible under certain circumstances into cash, the Company's common stock, par value \$0.0001 per share ("Company Common Stock"), or a combination thereof, at the Company's election;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of May 3, 2024, by and between the Company and New Windstream, LLC (as successor to Windstream Holdings II, LLC) ("Windstream"), as amended by Amendment No. 1 to the Agreement and Plan of Merger, dated as of July 17, 2024 (as it may be further amended, supplemented, restated or otherwise modified, the "Merger Agreement"), on August 1, 2025, following a pre-closing reorganization of Windstream, New Windstream Merger Sub, LLC, an affiliate of Windstream identified as "Merger Sub" in the Merger Agreement and later joined the Merger Agreement as a party, merged with and into the Company, with the Company surviving as an indirect wholly owned subsidiary of Windstream Parent, Inc. (the "Parent" and such transaction, the "Merger") and Windstream merged with and into the Parent and, pursuant to the terms of the Merger, each outstanding share of Company Common Stock was converted into a number of validly issued, fully paid and non-assessable shares of common stock, par value \$0.0001 per share, of the Parent (the "Parent Common Stock") equal to 0.6029 (the "Exchange Ratio");

WHEREAS, following the Merger, on August 1, 2025, the Parent (formerly known as "Windstream Parent. Inc.") was renamed Uniti Group Inc. and the Company (formerly known as "Uniti Group Inc.") was converted into a Delaware limited liability company and renamed Uniti Group LLC:

WHEREAS, the Merger constitutes a Specified Corporate Event under the Indenture, and Section 14.07(a) of the Indenture provides that in the case of any Specified Corporate Event, the Company shall execute and deliver to the Trustee a supplemental indenture permitted under Section 10.01(h) of the Indenture which provides that upon such Specified Corporate Event (i) subsequent conversions of Notes shall be into Reference Property in the manner set forth in Section 14.07(a) of the Indenture (subject to the proviso set forth in the first paragraph of Section 14.07(a) of the Indenture) and (ii) subsequent anti-dilution and other adjustments shall be as nearly equivalent as is possible to the adjustments provided for in Article 14 of the Indenture;

WHEREAS, the Parent and certain other Subsidiaries of the Parent each wishes to become a guarantor of the Notes;

WHEREAS, pursuant to Section 10.01 of the Indenture, the Company, the Guarantors and the Trustee may enter into indentures supplemental to the Indenture to, among other things, (i) add Guarantors with respect to the Notes, (ii) make any change that does not adversely affect the rights of any Holder, as determined by the Company's Board of Directors and evidenced by Board Resolutions of the Company delivered to the Trustee and (iii) in connection with any Specified Corporate Event, to provide that the Notes are convertible into Reference Property, subject to the provisions of Section 14.02 of the Indenture, and make such related changes to the terms of the Indenture and the Notes to the extent expressly required by the Indenture;

WHEREAS, the Board of Directors of the Parent by resolutions adopted on August 1, 2025, the Board of Directors of the Company by resolutions adopted on July 29, 2025 and the Guarantors have duly authorized, on behalf of the Parent, the Company and each Guarantor, respectively, this Supplemental Indenture;

WHEREAS, in connection with the execution and delivery of this Supplemental Indenture, the Trustee has received an Officer's Certificate and an Opinion of Counsel as contemplated by Sections 10.05, 11.03, 14.04, 14.07 and 17.06 of the Indenture; and

WHEREAS, the Company, the Guarantors and the Parent have requested that the Trustee execute and deliver this Supplemental Indenture and have satisfied all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms.

### WITNESSETH:

NOW THEREFORE, each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders:

### ARTICLE I

### **DEFINITIONS**

Section 1.1. Definitions in the Supplemental Indenture. Unless otherwise specified herein or the context otherwise requires:

- (a) a term defined in the Indenture has the same meaning when used in this Supplemental Indenture unless the definition of such term is amended or supplemented pursuant to this Supplemental Indenture;
  - (b) the terms defined in this Article and in this Supplemental Indenture include the plural as well as the singular;
  - (c) unless otherwise stated, a reference to a Section or an Article is to a Section or an Article of this Supplemental Indenture; and

(d) Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.2. Definitions in the Indenture.

- (a) The Indenture is hereby amended and supplemented by adding the following additional definition to Section 1.01 of the Indenture in the appropriate alphabetical order.
- "Second Supplemental Indenture" means that certain Second Supplemental Indenture, dated as of August 4, 2025, by and among the Company, the Guarantors, the Parent and the Trustee.
  - "Parent" means Uniti Group Inc. (f/k/a Windstream Parent, Inc.), and shall include its successors and assigns.
- (b) The Indenture is hereby amended by replacing the defined terms "Board of Directors", "Common Stock", "Guarantor" and "Ownership Limitations" in their entirety with the following terms:
- "Board of Directors" means, with respect to the Company or the applicable Guarantor, the board of directors (or equivalent governing body) of the Company or the applicable Guarantor (or, in the case of a limited partnership, its general partner), as the case may be, or a committee of such board (or equivalent governing body) duly authorized to act for it hereunder.
- "Common Stock" means the common stock of the Parent, \$0.0001 par value per share, at the date of the Second Supplemental Indenture, subject to Section 14.07.
- "Guarantor" means each of (1) the Parent, (2) the Parent's Subsidiaries listed on the signature pages to this Indenture as a Guarantor and (3) any other Subsidiary of the Parent that becomes a Guarantor in accordance with Section 4.05 or Section 13.09 of this Indenture, in each case until such time as any such Guarantor shall be released and relieved of its obligations pursuant to Section 13.03 of this Indenture.
- "Ownership Limitations" means the restrictions on ownership and transfer of the Parent's stock contained in the Amended and Restated Articles of Incorporation of the Parent, dated as of August 1, 2025, as amended and restated from time to time.
- (c) The Indenture is hereby amended by replacing each reference to "the Company" or "the Company's" in the defined terms "Ex-Dividend Date," "Fundamental Change" and "Record Date" with a reference to "the Parent's", as the case may be.

#### ARTICLE II

### EFFECT OF MERGER ON CONVERSION PRIVILEGE

- Section 2.1. Conversion Right. At and after the Effective Time (as defined below), the consideration due upon conversion of each \$1,000 principal amount of Notes shall be determined in the same manner as if each reference to any number of shares of Company Common Stock in Article 14 of the Indenture were instead a reference to the corresponding number of shares of Parent Common Stock that a Holder of such number of shares of Company Common Stock equal to the Conversion Rate immediately prior to the Effective Time would have been entitled to receive upon the consummation of the Merger (e.g., a holder of \$1,000 principal amount of Notes with a Conversion Rate of 137.1742 immediately prior to the Effective Time would have the right to convert such principal amount into 82.7023 shares of Parent Common Stock, calculated by multiplying such Conversion Rate (137.1742) by the Exchange Ratio (0.6029)) and therefore a Unit of Reference Property consists of 0.6029 shares of Parent Common Stock; provided that, at and after the Effective Time:
- (a) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 14.02 of the Indenture;
- (b) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall continue to be payable in cash; and
- (c) the Daily VWAP shall be calculated (in a manner determined by the Company in good faith) based on the value of a share of Parent Common Stock.

For clarity, the foregoing will apply in lieu of clauses (A), (B)(I), (B)(II) and (III) of the proviso to the first sentence of Section 14.07 of the Indenture in respect of the Merger, and the initial Conversion Rate at and after the Effective Time will be 82.7023 shares of Parent Common Stock.

Section 2.2. Additional Amendments to the Indenture. The Indenture is hereby amended as follows:

- (a) The last sentence of Section 2.10(b) of the Indenture is hereby amended to replace the reference to "Subsidiaries" with a reference to "Affiliates".
- (b) Sections 4.06(a), 4.06(b) and 4.07 of the Indenture are hereby amended to replace references to "the Company" with references to "the Parent", and each reference in the Indenture to the Company's obligations as set forth in Section 4.06(b) of the Indenture shall be deemed to refer to the Parent's obligations as set forth in Section 4.06(b) of the Indenture.

- (c) Sections 6.01(h), 6.01(i) and 6.01(j) of the Indenture are hereby amended to replace references to "the Company" with references to "the Parent, the Company".
  - (d) Section 14.01(b)(ii) of the Indenture is hereby amended and restated in full to read as follows:

"(ii) If, prior to the close of business on the Business Day immediately preceding September 1, 2027, the Parent elects to:

- (A) issue to all or substantially all holders of Common Stock any rights, options or warrants (other than any issuance pursuant to a shareholder's rights agreement or rights plan) entitling them, for a period of not more than 60 calendar days after the announcement date of such issuance, to subscribe for or purchase shares of Common Stock, at a price per share that is less than the average of the Last Reported Sale Prices per share of Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance; or
- (B) distribute to all or substantially all holders of Common Stock assets, securities or rights, options or warrants to purchase securities (in each case, other than any distribution pursuant to a shareholder's rights agreement or rights plan), which distribution has a per share value, as reasonably determined by the Parent's Board of Directors, exceeding 10% of the Last Reported Sale Price per share of Common Stock on the Trading Day immediately preceding the date of announcement of such distribution,

then, in either case, the Company shall notify all Holders of the Notes, the Trustee and the Conversion Agent (if other than the Trustee) at least 50 Scheduled Trading Days prior to the Ex-Dividend Date for such issuance or distribution. Once the Company has given such notice, the Holders may surrender all or any portion of their Notes in an Authorized Denomination for conversion at any time until the earlier of (1) the close of business on the Business Day immediately preceding the Ex-Dividend Date for such issuance or distribution and (2) the Parent's announcement that such issuance or distribution will not take place.

No Holder may convert any of its Notes pursuant to this Section 14.01(b)(ii) if such Holder otherwise participates in such issuance or distribution, at the same time and upon the same terms as holders of the Common Stock and as a result of holding Notes, without having to convert its Notes as if such Holder held a number of shares of Common Stock equal to (x) the applicable Conversion Rate *multiplied by* (y) the principal amount (expressed in thousands) of Notes held by such Holder."

- (e) Section 14.01(b)(iii) of the Indenture is hereby amended and restated in full to read as follows:
- "(iii) If, prior to the close of business on the Business Day immediately preceding September 1, 2027:
  - (A) a transaction or event that constitutes a Fundamental Change occurs;
  - (B) a transaction or event that constitutes a Make-Whole Fundamental Change occurs; or
- (C) the Parent is a party to a consolidation, merger or other combination, statutory share exchange or sale, lease or other transfer or disposition of all or substantially all of the Parent's and its Subsidiaries' consolidated assets, taken as a whole, in each case, pursuant to which the Common Stock would be converted into stock, other securities, other property or assets (including cash or any combination thereof) (other than any such transaction that is solely for the purpose of changing the Parent's jurisdiction of organization that (x) does not constitute a Fundamental Change or a Make-Whole Fundamental Change and (y) results in a reclassification, conversion or exchange of outstanding shares of the Common Stock solely into shares of common stock of the surviving entity and such common stock becomes Reference Property for the Notes),

then, in each case, the Holders may surrender all or any portion of their Notes in an Authorized Denomination for conversion at any time from or after the open of business on the Business Day immediately following the day the Parent publicly announces such transaction (even if such transaction has not yet occurred) until the close of business on the 35th Trading Day immediately following the actual effective date of such transaction or, if such transaction constitutes a Fundamental Change (other than a Fundamental Change for which the Company validly invokes the Adequate Cash Conversion Provisions), until the close of business on the Business Day immediately preceding the related Fundamental Change Repurchase Date.

The Company shall notify Holders, the Trustee and the Conversion Agent (if other than the Trustee) in writing of the effective date of any such transaction as promptly as practicable following the date the Parent publicly announces such transaction, and the Company shall use commercially reasonable efforts to notify Holders in writing prior to such effective date, if practicable."

- (f) Sections 14.02(a)(iii), 14.03(b), 14.07(c), 15.02(c) and 16.02(a) of the Indenture are hereby amended to replace each reference to the Company filing a report on Form 8-K or issuing a press release with a reference to the Company or the Parent making such filing or issuance.
  - (g) Section 14.03(e) of the Indenture is hereby amended and restated in full to read as follows:

"(e) The following table sets forth the number of Additional Shares by which the Conversion Rate shall be increased per \$1,000 principal amount of Notes pursuant to this Section 14.03 for each Stock Price and Effective Date set forth below:

Effective Date	Stock Price											
	\$10.08	\$10.78	\$11.61	\$12.09	\$12.44	\$13.68	\$14.93	\$15.72	\$18.25	\$21.56	\$29.86	\$41.47
December 12, 2022	16.5404	14.1431	11.8160	10.6661	9.9125	7.6630	5.9567	5.0802	3.0803	1.5736	0.1692	0.0000
December 1, 2023	16.5404	14.1431	11.8160	10.6661	9.9125	7.6630	5.9567	5.0802	3.0803	1.5736	0.1692	0.0000
December 1, 2024	16.5404	14.1431	11.8160	10.6661	9.9125	7.6630	5.9567	5.0802	3.0803	1.4562	0.1256	0.0000
December 1, 2025	16.5404	14.1431	11.8160	10.6661	9.9125	7.6630	5.7148	4.6330	2.3672	0.9276	0.0188	0.0000
December 1, 2026	16.5404	14.1431	11.8074	10.0045	8.8675	5.7359	3.6803	2.7563	1.0524	0.2268	0.0000	0.0000
December 1, 2027	16.5404	10.0515	3.4262	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact Stock Price and/or Effective Date may not be set forth in the table above, in which case:

- (i) if the Stock Price is between two Stock Prices in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares by which the Conversion Rate shall be increased shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the higher and lower Stock Prices and the earlier and later Effective Dates, as applicable, based on a 365-day year or 366-day year, as applicable;
- (ii) if the Stock Price is greater than \$41.47 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above), no Additional Shares shall be added to the Conversion Rate; and
- (iii) if the Stock Price is less than \$10.08 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above), no Additional Shares shall be added to the Conversion Rate.

Notwithstanding the foregoing, in no event shall the Conversion Rate per \$1,000 principal amount of Notes exceed 99.2427 shares of Common Stock, subject to adjustment in the same manner as the Conversion Rate pursuant to Section 14.04."

- (h) Sections 14.04(a), 14.04(b), 14.04(c), 14.04(d), 14.04(e), 14.04(i)(ii), 14.04(m), 14.06, 14.08 and 14.11 of the Indenture shall be amended to replace references to "the Company" with references to "the Parent"; *provided, however* that, in each case, references therein to determinations or adjustments to be made by the Company or to settlements of conversions to be effected by the Company shall continue to refer to "the Company".
- (i) Sections 14.04(a), 14.04(b), 14.04(c) and 14.04(d) of the Indenture shall be amended to replace references to "the Company's Board of Directors determines not to" with references to "the Parent's Board of Directors determines not to".

- (j) Section 14.04(c) of the Indenture shall be amended to replace the reference to "the Company's Capital Stock" with a reference to "the Parent's Capital Stock".
- (k) Pursuant to Section 14.07(e) of the Indenture, at and after the Effective Time, the "Initial Dividend Threshold" in Section 14.04(d) of the Indenture shall be equal to \$0.25.
- (1) Sections 14.04(i)(i) and 14.04(i)(iv) of the Indenture shall be amended to replace each reference to "the Company's" with a reference to the "Parent's".
- (m) The first paragraph of Section 14.07(a) of the Indenture is hereby amended to replace the references to "the Company" and "the Company's" in clauses (ii) and (iii) thereof, respectively, with references to "the Parent" and "the Parent's", as the case may be.
  - (n) Section 14.07(d) of the Indenture is hereby amended and restated in full to read as follows:
- "(d) Neither the Company nor the Parent shall become a party to any Specified Corporate Event unless its terms are consistent with this Section 14.07. None of the foregoing provisions shall affect the right of a Holder to convert its Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, as set forth in Section 14.01 and Section 14.02 prior to the effective date of such Specified Corporate Event."

### ARTICLE III

### ADDITIONAL GUARANTEES

Section 3.1. *Additional Guarantees*. From this date, by executing this Supplemental Indenture, the Guarantors whose signatures appear below under the heading "New Guarantors" shall be Guarantors with respect to the Notes on terms contemplated by and subject to the provisions of Article 13 of the Indenture.

### ARTICLE IV

#### MISCELLANEOUS

Section 4.1. *Ratification of Indenture*. The Indenture, as amended and supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 4.2. *Trustee Not Responsible for Recitals*. The recitals herein contained are made by the Company and the Parent and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation

as to the validity or sufficiency of this Supplemental Indenture. All of the provisions contained in the Indenture in respect of the rights, privileges, immunities, powers, and duties of the Trustee shall be applicable in respect of this Supplemental Indenture as fully and with like force and effect as though set forth in full herein.

Section 4.3. Governing Law. THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 4.4. Execution in Counterparts. This Supplemental Indenture (and any document executed in connection with this Supplemental Indenture) shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (the "UCC") (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 4.5. *Effectiveness*. This Supplemental Indenture shall become effective, without further action by the parties hereto, upon execution hereof, with the amendments set forth herein taking effect upon the Effective Time (as defined in the Merger Agreement) of the Merger on August 1, 2025 (the "Effective Time").

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

UNITI GROUP LLC as the Company

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI GROUP INC. as the Parent

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

### **NEW GUARANTORS**:

UNITI GROUP INC. as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel Heard

Title: Sr. EVP, General Counsel and Secretary

WINDSTREAM SERVICES, LLC

as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

BOB, LLC BOSTON RETAIL PARTNERS LLC BROADVIEW NETWORKS OF VIRGINIA, LLC

BUFFALO VALLEY MANAGEMENT SERVICES, LLC

BUSINESS TELECOM OF VIRGINIA, LLC

CAVALIER IP TV, LLC

CAVALIER TELEPHONE, L.L.C.

CHOICE ONE COMMUNICATIONS OF CONNECTICUT, LLC (D/B/A

ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF MAINE, LLC (D/B/A ONE

**COMMUNICATIONS**)

CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS, LLC

(D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF OHIO, LLC (D/B/A ONE

COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF RHODE ISLAND, LLC (D/B/A ONE COMMUNICATIONS)

CHOICE ONE COMMUNICATIONS OF VERMONT, LLC (D/B/A ONE COMMUNICATIONS)

CHOICE ONE OF NEW HAMPSHIRE, LLC (D/B/A ONE

COMMUNICATIONS)

CINERGY COMMUNICATIONS COMPANY OF VIRGINIA, LLC (D/B/A

ONE COMMUNICATIONS) (F/K/A CINERGY COMMUNICATIONS

COMPANY OF VIRGINIA, INC.)

CONESTOGA ENTERPRISES, LLC

CONESTOGA MANAGEMENT SERVICES, LLC

CONNECTICUT BROADBAND, LLC (D/B/A ONE

COMMUNICATIONS)

CONVERSENT COMMUNICATIONS OF CONNECTICUT, LLC

CONVERSENT COMMUNICATIONS OF MAINE, LLC

CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC

CONVERSENT COMMUNICATIONS OF NEW HAMPSHIRE, LLC

CONVERSENT COMMUNICATIONS OF RHODE ISLAND, LLC

CTC COMMUNICATIONS OF VIRGINIA, LLC

D&E COMMUNICATIONS, LLC

D&E MANAGEMENT SERVICES, LLC

OKLAHOMA WINDSTREAM, LLC

PAETEC COMMUNICATIONS OF VIRGINIA, LLC

PAETEC ITEL, L.L.C.

PAETEC, LLC

TALK AMERICA OF VIRGINIA, LLC

TELEVIEW, LLC

TEXAS WINDSTREAM, LLC

US LEC OF ALABAMA LLC

US LEC OF FLORIDA LLC

US LEC OF SOUTH CAROLINA LLC

US LEC OF TENNESSEE LLC

US LEC OF VIRGINIA L.L.C.

US XCHANGE, LLC

US XCHANGE OF ILLINOIS, L.L.C.

US XCHANGE OF MICHIGAN, L.L.C.

US XCHANGE OF WISCONSIN, L.L.C.

VALOR TELECOMMUNICATIONS OF TEXAS, LLC

WINDSTREAM ALABAMA, LLC

WINDSTREAM ARKANSAS, LLC

WINDSTREAM CAVALIER, LLC

WINDSTREAM COMMUNICATIONS KERRVILLE, LLC

WINDSTREAM COMMUNICATIONS TELECOM, LLC

WINDSTREAM EAGLE SERVICES, LLC

WINDSTREAM EAST TEXAS, LLC

WINDSTREAM EN-TEL, LLC

WINDSTREAM ENTERPRISE HOLDINGS, LLC (F/K/A PAETEC

HOLDING, LLC)

WINDSTREAM ESCROW FINANCE CORP.

WINDSTREAM INTELLECTUAL PROPERTY SERVICES, LLC

WINDSTREAM IOWA COMMUNICATIONS, LLC

WINDSTREAM IOWA-COMM, LLC

WINDSTREAM KDL-VA, LLC

WINDSTREAM KINETIC FIBER, LLC

WINDSTREAM LAKEDALE LINK, LLC

WINDSTREAM LAKEDALE, LLC

WINDSTREAM LEASING, LLC

WINDSTREAM LEXCOM ENTERTAINMENT, LLC

WINDSTREAM LONG DISTANCE, LLC

WINDSTREAM MONTEZUMA, LLC

WINDSTREAM NORTHSTAR, LLC

WINDSTREAM NUVOX ARKANSAS, LLC

WINDSTREAM NUVOX ILLINOIS, LLC

WINDSTREAM NUVOX INDIANA, LLC

WINDSTREAM NUVOX KANSAS, LLC

WINDSTREAM NUVOX OKLAHOMA, LLC

WINDSTREAM OKLAHOMA, LLC

WINDSTREAM SOUTH CAROLINA, LLC

WINDSTREAM SUPPLY, LLC

XETA TECHNOLOGIES, LLC.

each as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# **EXISTING GUARANTORS:**

ANS CONNECT, LLC
CONTACT NETWORK, LLC
CSL ALABAMA SYSTEM, LLC
CSL ARKANSAS SYSTEM, LLC
CSL FLORIDA SYSTEM, LLC
CSL GEORGIA REALTY, LLC
CSL GEORGIA SYSTEM, LLC
CSL IOWA SYSTEM, LLC
CSL KENTUCKY SYSTEM, LLC
CSL MISSISSIPPI SYSTEM, LLC

CSL MISSOURI SYSTEM, LLC

CSL NATIONAL GP, LLC

CSL NEW MEXICO SYSTEM, LLC

CSL NORTH CAROLINA REALTY GP, LLC

CSL OHIO SYSTEM, LLC

CSL OKLAHOMA SYSTEM, LLC

CSL REALTY, LLC

CSL TENNESSEE REALTY PARTNER, LLC

CSL TENNESSEE REALTY, LLC

CSL TEXAS SYSTEM, LLC

HUNT TELECOMMUNICATIONS, LLC

INFORMATION TRANSPORT SOLUTIONS, LLC

NEXUS SYSTEMS, LLC

PEG BANDWIDTH DC, LLC

PEG BANDWIDTH DE, LLC

PEG BANDWIDTH LA, LLC

PEG BANDWIDTH MA, LLC

PEG BANDWIDTH MD, LLC

PEG BANDWIDTH MS, LLC

PEG BANDWIDTH NJ, LLC

PEG BANDWIDTH NY TELEPHONE CORP.

PEG BANDWIDTH PA, LLC

PEG BANDWIDTH TX, LLC

PEG BANDWIDTH VA, LLC

SOUTHERN LIGHT, LLC

UNITI DARK FIBER LLC

UNITI FIBER 2020 LLC

UNITI FIBER LLC

UNITI GROUP FINANCE LLC

UNITI GROUP HOLDCO LLC

UNITI LEASING LLC

UNITI LEASING X LLC

UNITI LEASING XI LLC

UNITI LEASING XII LLC

UNITI NATIONAL LLC,

each as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL NATIONAL, LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, 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 L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI HOLDINGS LP, as a Guarantor

By: UNITI HOLDINGS GP LLC, as its general partner

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

### UNITI QRS HOLDINGS LP, as a Guarantor

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

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI FIBER HOLDINGS INC., as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

UNITI GROUP FINANCE 2019 INC., as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

CSL CAPITAL, LLC, as a Guarantor

By: /s/ Daniel L. Heard

Name: Daniel L. Heard

Title: Sr. EVP, General Counsel and Secretary

# DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

By: /s/ Peter Bono

Name: Peter Bono

Title: Assistant Vice President

#### JOINDER AGREEMENT

JOINDER AGREEMENT (this "Joinder Agreement"), dated as of August 4, 2025, made by each party identified as an Additional Guarantor on Annex I hereto (collectively, the "Additional Guarantors" and each, an "Additional Guarantor"), is delivered to JPMorgan Chase Bank, N.A. ("JPMCB"), as Collateral Agent (as defined below) for the benefit of the Secured Parties. All capitalized terms used and not defined herein shall have the meaning ascribed to them in the Credit Agreement (as defined below).

### WITNESSETH:

WHEREAS, (i) Windstream Holdings II, LLC, a Delaware limited liability company ("<u>Holdings</u>"), Windstream Services, LLC (f/k/a Windstream Services II, LLC), a Delaware limited liability company (the "<u>Borrower</u>"), JPMCB, as administrative agent (in such capacity, and together with its successors and permitted assigns, the "<u>Administrative Agent</u>"), collateral agent (in such capacity, and together with its successors and permitted assigns, the "<u>Collateral Agent</u>"), the Guarantors (other than the Additional Guarantors) from time to time party thereto and each lender from time to time party thereto (collectively, the "<u>Lenders</u>" and individually, a "<u>Lender</u>"), have entered into a Credit Agreement, dated as of September 21, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") and (ii) Holdings, the other Guarantors (other than the Additional Guarantors) from time to time party thereto and the Collateral Agent have entered into the Guaranty, dated as of September 21, 2020, referred to in the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Guaranty</u>");

WHEREAS, pursuant to the Credit Agreement and the Guaranty, the Guarantors (other than the Additional Guarantors) have guaranteed to the Collateral Agent, for the ratable benefit of the Secured Parties and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Loan Parties when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, in each case on the terms set forth therein;

WHEREAS, in connection with the Permitted Reorganization, each Additional Guarantor desires to become party to the Credit Agreement and the Guaranty as a Guarantor with the same force and effect as if it had been a Guarantor as of the original Closing Date; and

WHEREAS, each Additional Guarantor has agreed to execute and deliver this Joinder Agreement in order to become party to the Credit Agreement and the Guaranty.

### NOW, THEREFORE, IT IS AGREED:

1. <u>Joinder</u>. By executing and delivering this Joinder Agreement, each Additional Guarantor, as provided in Section 6.10 of the Credit Agreement and Section 4.14 of the Guaranty, hereby becomes a party to the Credit Agreement and the Guaranty as a Guarantor thereunder with the same force and effect as if originally named therein as a Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor thereunder and agrees to be bound by all covenants, waivers, agreements and obligations of the other Guarantors pursuant to the Credit Agreement, the Guaranty and any other Loan Document.

Upon execution and delivery of this Joinder Agreement by each Additional Guarantor, each reference to the "Guarantors" or the "Loan Parties" in the Credit Agreement, the Guaranty and in all other Loan Documents shall, from and as of the date hereof, be deemed to include each Additional Guarantor. Each Additional Guarantor hereby represents and warrants as to itself that each of the representations and warranties contained in Article V of the Credit Agreement is true and correct in all material respects on and as of the date hereof (after giving effect to this Joinder Agreement), 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 (after giving effect to this Joinder Agreement). This Joinder Agreement shall constitute a Loan Document.

- 2. <u>Counterparts</u>. This Joinder Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Joinder Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Joinder Agreement.
- 3. <u>Effect; Severability</u>. Except as supplemented hereby, each of the Credit Agreement and the Guaranty shall remain in full force and effect. If any provision of this Joinder Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Joinder Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 4. <u>Guarantee Limitations</u>. Schedule 1.01 of the Guaranty is hereby supplemented with the principles set forth in Schedule 1.01 hereto, if any, and such principles shall become part of Schedule 1.01 of the Guaranty and the Guarantee Limitations.
- 5. Governing Law. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

# EACH ENTITY LISTED ON ANNEX I HERETO,

as an Additional Guarantor

By: /s/ Daniel Heard
Name: Daniel Heard

Title: Senior Executive Vice President, General Counsel and Secretary

[Signature Page to Joinder Agreement]

JPMO	IORGAN CHASE BANK, N.A.,	
as Colla	ollateral Agent	
By:	/s/ Inderjeet Aneja	
Name:	ne: Inderjeet Aneja	
Title:	: Managing Director	

[Signature Page to Joinder Agreement]

ACKNOWLEDGED AND ACCEPTED:

### ANNEX I

### **Additional Guarantors**

1 ANS CONNECT LLC			
	1	ANS CONNECT	IIC

- 2. CONTACT NETWORK, LLC
- 3. CSL ALABAMA SYSTEM, LLC
- 4. CSL ARKANSAS SYSTEM, LLC
- 5. CSL CAPITAL, LLC
- 6. CSL FLORIDA SYSTEM, LLC
- 7. CSL GEORGIA REALTY, LLC
- 8. CSL GEORGIA SYSTEM, LLC
- 9. CSL IOWA SYSTEM, LLC
- 10. CSL KENTUCKY SYSTEM, LLC
- 11. CSL MISSISSIPPI SYSTEM, LLC
- 12. CSL MISSOURI SYSTEM, LLC
- 13. CSL NATIONAL GP, LLC
- 14. CSL NATIONAL, LP
- 15. CSL NEW MEXICO SYSTEM, LLC
- 16. CSL NORTH CAROLINA REALTY GP, LLC
- 17. CSL NORTH CAROLINA REALTY, LP
- 18. CSL NORTH CAROLINA SYSTEM, LP
- 19. CSL OHIO SYSTEM, LLC
- 20. CSL OKLAHOMA SYSTEM, LLC
- 21. CSL REALTY, LLC
- 22. CSL TENNESSEE REALTY PARTNER, LLC
- 23. CSL TENNESSEE REALTY, LLC
- 24. CSL TEXAS SYSTEM, LLC
- 25. HUNT TELECOMMUNICATIONS, LLC
- 26. INFORMATION TRANSPORT SOLUTIONS, LLC
- 27. NEXUS SYSTEMS, LLC
- 28. PEG BANDWIDTH DC, LLC
- 29. PEG BANDWIDTH DE, LLC
- 30. PEG BANDWIDTH LA, LLC
- 31. PEG BANDWIDTH MA, LLC
- 32. PEG BANDWIDTH MD, LLC
- 33. PEG BANDWIDTH MS, LLC
- 34. PEG BANDWIDTH NJ, LLC
- 35. PEG BANDWIDTH NY TELEPHONE CORP.
- 36. PEG BANDWIDTH PA, LLC
- 37. PEG BANDWIDTH TX, LLC
- 38. PEG BANDWIDTH VA, LLC
- 39. SOUTHERN LIGHT, LLC
- 40. UNITI DARK FIBER LLC
- 41. UNITI FIBER 2020 LLC
- 42. UNITI FIBER HOLDINGS INC.
- 43. UNITI FIBER LLC

- 44. UNITI GROUP FINANCE 2019 INC.
- 45. UNITI GROUP FINANCE LLC
- 46. UNITI GROUP HOLDCO LLC
- 47. UNITI GROUP INC.
- 48. UNITI GROUP LLC
- 49. UNITI HOLDINGS LP
- 50. UNITI LEASING LLC
- 51. UNITI LEASING X LLC
- 52. UNITI LEASING XI LLC
- 53. UNITI LEASING XII LLC
- 54. UNITI NATIONAL LLC
- 55. UNITI QRS HOLDINGS LP

# SCHEDULE 1.01 GUARANTEE LIMITATIONS SUPPLEMENT

None.		

#### BORROWER ASSUMPTION AND JOINDER AGREEMENT

BORROWER ASSUMPTION AND JOINDER AGREEMENT (this "<u>Agreement</u>"), dated as of August 4, 2025, made by Windstream Services, LLC, a Delaware limited liability company (the "<u>Assumed Borrower</u>") and each party identified as an Additional Guarantor on <u>Annex I</u> hereto (together with the Assumed Borrower, collectively, the "<u>Additional Guarantors</u>" and each, an "<u>Additional Guarantor</u>"), is delivered to Bank of America, N.A., as administrative agent (in such capacity, the "<u>Administrative Agent</u>") for the benefit of the Secured Parties. All capitalized terms used and not defined herein shall have the meaning ascribed to them in the Credit Agreement (as defined below).

### WITNESSETH:

WHEREAS, 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 "Initial Borrower" or "Parent"), CSL Capital, LLC, a Delaware limited liability company ("CSL Capital"), Uniti Group Finance 2019 Inc. (f/k/a Uniti Group Finance Inc.), a Delaware corporation ("FinCo" and, together with Parent and CSL Capital, the "Borrowers"), the Guarantors (other than the Additional Guarantors) from time to time party thereto, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), the Administrative Agent and Bank of America, N.A., as Swing Line Lender, L/C Issuer and Collateral Agent, have entered into a Credit Agreement, dated as of April 24, 2015 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 21, 2016, as amended by that certain Amendment No. 2 to Credit Agreement, dated as of February 9, 2017, as amended by that certain Amendment No. 4 and Limited Waiver to the Credit Agreement, dated as of March 18, 2019, as amended by that certain Amendment No. 5, dated as of June 24, 2019, as amended by that certain Amendment No. 7, dated as of December 10, 2020, as amended by that certain Amendment No. 9, dated as of June 17, 2024, as amended by that certain Amendment No. 10, dated as of April 22, 2025 and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Guarantors (other than the Additional Guarantors) have guaranteed to the Administrative Agent, for the ratable benefit of the Secured Parties and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Loan Parties when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, in each case on the terms set forth therein;

WHEREAS, in connection with the Permitted Reorganization, (i) the Parent will merge with the Assumed Borrower, with the Assumed Borrower surviving such merger, (ii) pursuant to the terms of the Credit Agreement, Parent shall cease to be a Borrower and a Guarantor, and shall be automatically released and discharged from its rights and obligations as a Borrower and a Guarantor, under the Credit Agreement and the other Loan Documents, (iii) pursuant to the terms of the Credit Agreement, the Assumed Borrower hereby assumes all of the obligations of the Parent as a Borrower and a Guarantor under the Credit Agreement and the other Loan

Documents and (iv) each Additional Guarantor desires to become party to the Credit Agreement as a Guarantor with the same force and effect as if it had been a Guarantor as of the original Closing Date; and

WHEREAS, the Assumed Borrower and each Additional Guarantor has agreed to execute and deliver this Agreement in order to become party to the Credit Agreement.

### NOW, THEREFORE, IT IS AGREED:

- 1. <u>Joinder.</u> (a) By executing and delivering this Agreement, each Additional Guarantor, as provided in Section 6.11 of the Credit Agreement, hereby becomes a party to the Credit Agreement as a Guarantor thereunder with the same force and effect as if originally named therein as a Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor thereunder and agrees to be bound by all covenants, waivers, agreements and obligations of the other Guarantors pursuant to the Credit Agreement and any other Loan Document. Upon execution and delivery of this Agreement by each Additional Guarantor, each reference to the "Guarantors" or the "Loan Parties" in the Credit Agreement and in all other Loan Documents shall, from and as of the date hereof, be deemed to include each such Additional Guarantor. Each Additional Guarantor hereby represents and warrants as to itself that each of the representations and warranties contained in Article 5 of the Credit Agreement is true and correct in all material respects on and as of the date hereof (after giving effect to this Agreement), 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 (after giving effect to this Agreement). This Agreement shall constitute a Loan Document.
- (b) Upon execution and delivery of this Agreement, without further act or deed, (i) the Assumed Borrower hereby assumes, all obligations and liabilities (including the Obligations) and all rights of the Initial Borrower as "Borrower", a "Guarantor" and "Parent" under the Credit Agreement and the other Loan Documents, (ii) the Assumed Borrower shall hereby become a party to the Credit Agreement as a "Borrower", a "Guarantor" and "Parent" with the same force and effect as if originally named therein as a Borrower, Guarantor and Parent, (iii) the Assumed Borrower shall hereby be bound by the covenants, representations, warranties and agreements contained in the Credit Agreement and each other Loan Document to which it is a party and which are binding upon, and to be observed or performed by, the Initial Borrower, a "Borrower", "Guarantor" or "Parent" under the Credit Agreement and the other Loan Documents to which it is a party, (iv) the Assumed Borrower hereby ratifies and confirms the validity of, and all of its obligations and liabilities (including, without limitation, the Obligations) under, the Credit Agreement and such other Loan Documents to which it is a party, (v) each reference to the "Borrower" in the Credit Agreement and any other Loan Document shall hereby be deemed to include the Assumed Borrower, and each reference to the "Parent" in the Credit Agreement and in any other Loan Document shall hereby be deemed to refer to the Assumed Borrower and (vi) the Initial Borrower shall hereby be released from its obligations under (x) the Credit Agreement and each other Loan Document and (y) the Security Agreement in all capacities. The Assumed Borrower hereby represents and warrants as to itself that each of the representations and warranties contained in Article 5 of the Credit Agreement and the other Loan Documents is true and correct in all material respects on and as of the date hereof (after giving effect to this Agreement), except to the extent that such representations and warranties specifically refe

earlier date, in which case they were true and correct as of such earlier date (after giving effect to this Agreement); provided that, to the extent any such representation or warranty is qualified by materiality, material adverse effect or similar language, such representation shall be true and correct in all respects.

- 2. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.
- 3. <u>Effect; Severability.</u> Except as supplemented hereby, the Credit Agreement shall remain in full force and effect. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 4. <u>Governing Law.</u> THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

### WINDSTREAM SERVICES, LLC,

as Assumed Borrower and an Additional Guarantor

By: /s/ Daniel Heard

Name: Daniel Heard

Title: Senior Executive Vice President, General Counsel and Secretary

### EACH ENTITY LISTED ON ANNEX I HERETO,

as an Additional Guarantor

By: /s/ Daniel Heard

Name: Daniel Heard

Title: Senior Executive Vice President, General Counsel and Secretary

[Signature Page to Joinder Agreement]

# ACKNOWLEDGED AND ACCEPTED:

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

By: /s/ Elizabeth Uribe

Name: Elizabeth Uribe Title: Assistant Vice President

[Signature Page to Joinder Agreement]

### ANNEX I

### **Additional Guarantors**

1	Uniti	Group	Inc

- BOB, LLC
- Boston Retail Partners LLC 3.
- 4. Broadview Networks of Virginia, LLC
- 5. Buffalo Valley Management Services, LLC
- Business Telecom of Virginia, LLC 6.
- Cavalier IP TV, LLC 7.
- 8. Cavalier Telephone, L.L.C.
- Choice One Communications of Connecticut, LLC (d/b/a One Communications)
- 10. Choice One Communications of Maine, LLC (d/b/a One Communications)
- Choice One Communications of Massachusetts, LLC (d/b/a One Communications) 11.
- Choice One Communications of Ohio, LLC (d/b/a One Communications) 12
- Choice One Communications of Rhode Island, LLC (d/b/a One Communications) 13.
- Choice One Communications of Vermont, LLC (d/b/a One Communications)
- Choice One of New Hampshire, LLC (d/b/a One Communications) 15.
- Cinergy Communications Company of Virginia, LLC (d/b/a One Communications) 16.
- Conestoga Enterprises, LLC 17
- Conestoga Management Services, LLC 18
- Connecticut Broadband, LLC (d/b/a One Communications) 19.
- 20. Conversent Communications of Connecticut, LLC
- 21. Conversent Communications of Maine, LLC
- Conversent Communications of Massachusetts, LLC 22.
- Conversent Communications of New Hampshire, LLC 23.
- Conversent Communications of Rhode Island, LLC 24
- 25. CTC Communications of Virginia, LLC
- 26. D&E Communications, LLC
- 27. D&E Management Services, LLC
- Oklahoma Windstream, LLC 28.
- PaeTec Communications of Virginia, LLC 29
- PAETEC iTel, L.L.C. 30.
- PAETEC, LLC 31
- Talk America of Virginia, LLC 32.
- Teleview, LLC 33.
- 34. Texas Windstream, LLC
- 35. US LEC of Alabama LLC
- US LEC of Florida LLC 36.
- US LEC of South Carolina LLC 37.
- 38. US LEC of Tennessee LLC
- US LEC of Virginia L.L.C. 39. 40.
- US Xchange, LLC
- US Xchange of Illinois, L.L.C. 41.
- US Xchange of Michigan, L.L.C. 42.
- US Xchange of Wisconsin, L.L.C. 43.

- 44. Valor Telecommunications of Texas, LLC
- 45. Windstream Alabama, LLC
- Windstream Arkansas, LLC 46.
- 47. Windstream Cavalier, LLC
- 48. Windstream Communications Kerrville, LLC
- 49. Windstream Communications Telecom, LLC
- Windstream Eagle Services, LLC 50.
- 51. Windstream East Texas, LLC
- Windstream EN-TEL, LLC 52.
- Windstream Enterprise Holdings, LLC 53.
- 54. Windstream Escrow Finance Corp.
- Windstream Intellectual Property Services, LLC 55.
- 56. Windstream Iowa Communications, LLC
- Windstream Iowa-Comm, LLC 57.
- 58. Windstream KDL-VA, LLC
- 59. Windstream Kinetic Fiber, LLC
- 60. Windstream Lakedale Link, LLC
- Windstream Lakedale, LLC 61.
- Windstream Leasing, LLC 62.
- Windstream Lexcom Entertainment, LLC 63.
- Windstream Long Distance, LLC 64.
- Windstream Montezuma, LLC 65.
- Windstream NorthStar, LLC 66.
- 67. Windstream NuVox Arkansas, LLC
- Windstream NuVox Illinois, LLC 68.
- Windstream NuVox Indiana, LLC 69.
- Windstream NuVox Kansas, LLC 70.
- Windstream NuVox Oklahoma, LLC 71.
- 72. Windstream Oklahoma, LLC
- 73. Windstream South Carolina, LLC
- Windstream Supply, LLC 74.
- XETA Technologies, LLC 75.