UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _______ to _______

Commission File Number: 001-36708

Uniti Group Inc.

(Exact name of registrant as specified in its charter)

Maryland **(State or other jurisdiction of incorporation or organization)**	**46-5230630** **(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

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 29, 2025, the registrant had 245,453,420 shares of common stock, $0.0001 par value per share, outstanding.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q includes forward-looking statements as defined under U.S. federal securities law. Forward-looking statements include all statements that are not historical statements of fact and those regarding our intent, belief or expectations, including, but not limited to, statements regarding: expectations regarding the settlement we have entered into with Windstream Holdings, Inc. (together with Windstream Holdings II, LLC, its successor in interest, and its subsidiaries, “Windstream”); expectations regarding our potential Merger (as defined herein) with Windstream; the future prospects and financial health of Windstream; our expectations about our ability to maintain our status as a real estate investment trust (a “REIT”); our expectations regarding the effect of tax-related legislation on our tax position; our expectations regarding the future growth and demand of the telecommunication industry, future financing plans, business strategies, growth prospects, operating and financial performance, and our future liquidity needs and access to capital; our expectations regarding future deployment of fiber strand miles and small cell networks and recognition of revenue related thereto; our expectations regarding levels of capital expenditures; our expectations regarding the deductibility of goodwill for tax purposes; our expectations regarding the amortization of intangible assets; and our expectations regarding the payment of dividends.

Words such as “anticipate(s),” “expect(s),” “intend(s),” “plan(s),” “believe(s),” “may,” “will,” “would,” “could,” “should,” “seek(s)” and similar expressions, or the negative of these terms, are intended to identify such forward-looking statements. These statements are based on management's current expectations and beliefs and are subject to a number of risks and uncertainties that could lead to actual results differing materially from those projected, forecasted or expected. Although we believe that the assumptions underlying the forward-looking statements are reasonable, we can give no assurance that our expectations will be attained. Factors which could have a material adverse effect on our operations and future prospects or which could cause actual results to differ materially from our expectations include, but are not limited to:

- our and Windstream’s ability to consummate our Merger (as defined herein) with Windstream on the expected terms or according to the anticipated timeline;
- the risk that the Merger Agreement (as defined herein) may be modified or terminated prior to its expiration, that the conditions to our Merger with Windstream may not be satisfied or the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement;
- the effect of the announcement of our Merger with Windstream on relationships with our customers, suppliers, vendors, employees and other stakeholders and our operating results and the operating results of Windstream;
- the diversion of our management’s time on issues related to our Merger with Windstream;
- the risk that we fail to fully realize the potential benefits, expected synergies, efficiencies and cost savings from our Merger with Windstream within the expected time period (if at all);
- legal proceedings that may be instituted against us or Windstream following announcement of the Merger;
- the future prospects of our largest customer, Windstream;
- adverse impacts of inflation, higher interest rates, tariffs, trade restrictions and the potential for economic slowdown on our employees, our business, the business of our customers and other business partners and the global financial markets;
- the ability and willingness of our customers to meet and/or perform their obligations under any contractual arrangements entered into with us, including master lease arrangements;
- the ability and willingness of our customers to renew their leases with us upon their expiration, our ability to reach agreement on the price of such renewal or ability to obtain a satisfactory renewal rent from an independent appraisal, and the ability to reposition our properties on the same or better terms in the event of nonrenewal or in the event we replace an existing tenant;
- the availability of and our ability to identify suitable acquisition opportunities and our ability to acquire and lease the respective properties on favorable terms or operate and integrate the acquired businesses;
- our ability to generate sufficient cash flows to service our outstanding indebtedness and fund our capital funding commitments;
- our ability to access debt and equity capital markets;

- the impact on our business or the business of our customers as a result of credit rating downgrades and fluctuating interest rates;
- our ability to retain our key management personnel;
- our ability to maintain our status as a REIT;
- changes in the U.S. tax law and other federal, state or local laws, whether or not specific to REITs;
- covenants in our debt agreements that may limit our operational flexibility;
- the possibility that we may experience equipment failures, natural disasters, cyber-attacks or terrorist attacks for which our insurance may not provide adequate coverage;
- the risk that we fail to fully realize the potential benefits of or have difficulty in integrating the companies we acquire;
- other risks inherent in the communications industry and in the ownership of communications distribution systems, including potential liability relating to environmental matters and illiquidity of real estate investments; and
- additional factors discussed in Part I, Item 2 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and Part II, Item 1A “Risk Factors” of this Quarterly Report on Form 10-Q and in Part I, Item 1A "Risk Factors" of our Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (the "SEC") on February 21, 2025, as amended by Amendment No. 1 thereto filed on Form 10-K/A with the SEC on March 7, 2025 (the "Annual Report"), as well as those described from time to time in our future reports filed with the SEC.

Forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q. Except in the normal course of our public disclosure obligations, we expressly disclaim any obligation to release publicly any updates or revisions to any forward-looking statements to reflect any change in our expectations or any change in events, conditions or circumstances on which any such statement is based.

Uniti Group Inc.
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PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

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Uniti Group Inc.
Condensed Consolidated Balance Sheets

(Thousands, except par value)	(Unaudited) March 31, 2025	December 31, 2024
Assets:		
Property, plant and equipment, net	$ 4,282,359	$ 4,209,747
Cash and cash equivalents	91,956	155,593
Restricted cash and cash equivalents	38,319	28,254
Accounts receivable, net	43,761	51,418
Goodwill	157,380	157,380
Intangible assets, net	267,988	275,414
Straight-line revenue receivable	112,429	108,870
Operating lease right-of-use assets, net	126,410	126,791
Other assets	38,861	40,633
Deferred income tax assets, net	132,951	128,045
Total Assets	$ 5,292,414	$ 5,282,145
Liabilities and Shareholders' Deficit:		
Liabilities:		
Accounts payable, accrued expenses and other liabilities	$ 79,678	$ 89,688
Settlement payable (Note 11)	48,142	71,785
Intangible liabilities, net	143,030	145,703
Accrued interest payable	57,022	143,901
Deferred revenue	1,334,470	1,400,952
Dividends payable	277	665
Operating lease liabilities	80,399	80,504
Finance lease obligations	16,446	17,190
Notes and other debt, net	5,970,404	5,783,597
Total liabilities	7,729,868	7,733,985
Commitments and contingencies (Note 11)		
Shareholders' Deficit:		
Preferred stock, $0.0001 par value, 50,000 shares authorized, no shares issued and outstanding	—	—
Common stock, $0.0001 par value, 500,000 shares authorized, issued and outstanding: 238,557 shares at March 31, 2025 and 237,513 shares at December 31, 2024	24	24
Additional paid-in capital	1,237,987	1,236,045
Accumulated other comprehensive loss	(515)	(634)
Distributions in excess of accumulated earnings	(3,675,200)	(3,687,808)
Total Uniti shareholders' deficit	(2,437,704)	(2,452,373)
Noncontrolling interests:		
Operating partnership units	—	283
Cumulative non-voting convertible preferred stock, $0.01 par value, 6 shares authorized, 3 issued and outstanding	250	250
Total shareholders' deficit	(2,437,454)	(2,451,840)
Total Liabilities and Shareholders' Deficit	$ 5,292,414	$ 5,282,145

The accompanying notes are an integral part of these condensed consolidated financial statements.

Uniti Group Inc.
Condensed Consolidated Statements of Income
(unaudited)

(Thousands, except per share data)	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Revenues:		
Revenue from rentals		
Uniti Leasing	$ 220,913	$ 215,992
Uniti Fiber	16,110	12,163
Total revenue from rentals	237,023	228,155
Service revenues		
Uniti Leasing	1,455	1,629
Uniti Fiber	55,431	56,634
Total service revenues	56,886	58,263
Total revenues	293,909	286,418
Costs and Expenses:		
Interest expense, net	137,987	123,211
Depreciation and amortization	79,683	77,485
General and administrative expense	28,309	28,133
Operating expense (exclusive of depreciation and amortization)	32,381	35,198
Transaction related and other costs	7,847	5,687
Gain on sale of real estate	—	(18,999)
Other expense, net	—	(282)
Total costs and expenses	286,207	250,433
Income before income taxes and equity in earnings from unconsolidated entities	7,702	35,985
Income tax benefit	(4,518)	(5,363)
Net income	12,220	41,348
Net income attributable to noncontrolling interests	—	19
Net income attributable to shareholders	12,220	41,329
Participating securities' share in earnings	(335)	(436)
Dividends declared on convertible preferred stock	(5)	(5)
Net income attributable to common shareholders	$ 11,880	$ 40,888
Income per common share:		
Basic	$ 0.05	$ 0.17
Diluted	$ 0.05	$ 0.16
Weighted-average number of common shares outstanding:		
Basic	238,062	236,901
Diluted	238,062	292,407

The accompanying notes are an integral part of these condensed consolidated financial statements.

Uniti Group Inc.
Condensed Consolidated Statements of Comprehensive Income
(unaudited)

(Thousands)	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Net income	$ 12,220	$ 41,348
Other comprehensive income (loss):		
Unrealized loss on valuation of interest rate cap	(68)	(355)
Reclassification of realized interest on interest rate cap	187	188
Other comprehensive income (loss)	119	(167)
Comprehensive income	12,339	41,181
Comprehensive income attributable to noncontrolling interest	—	19
Comprehensive income attributable to shareholders	$ 12,339	$ 41,162

The accompanying notes are an integral part of these condensed consolidated financial statements.

Uniti Group Inc.
Condensed Consolidated Statements of Shareholders’ Deficit
(unaudited)

	For the three months ended March 31,									
(Thousands, except share data)	Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Distributions in Excess of Accumulated Earnings	Noncontrolling Interest - OP Units	Noncontrolling Interest - Non-voting Preferred Shares	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount						
Balance at December 31, 2023	—	$ —	236,558,601	$ 24	$ 1,221,824	$ —	$ (3,708,240)	$ 2,021	$ 250	$ (2,484,121)
Net income	—	—	—	—	—	—	41,329	19	—	41,348
Other comprehensive loss	—	—	—	—	—	(167)	—	—	—	(167)
Common stock dividends declared ($0.15 per share)	—	—	—	—	—	—	(36,686)	—	—	(36,686)
Distributions to noncontrolling interest declared	—	—	—	—	—	—	—	(16)	—	(16)
Payments related to tax withholding for stock-based compensation	—	—	—	—	(1,515)	—	—	—	—	(1,515)
Stock-based compensation	—	—	667,051	—	3,348	—	—	—	—	3,348
Issuance of common stock - employee stock purchase plan	—	—	83,047	—	326	—	—	—	—	326
Balance at March 31, 2024	—	$ —	237,308,699	$ 24	$ 1,223,983	$ (167)	$ (3,703,597)	$ 2,024	$ 250	$ (2,477,483)
Balance at December 31, 2024	—	$ —	237,513,495	$ 24	$ 1,236,045	$ (634)	$ (3,687,808)	$ 283	$ 250	$ (2,451,840)
Net income	—	—	—	—	—	—	12,220	—	—	12,220
Other comprehensive income	—	—	—	—	—	119	—	—	—	119
Performance award dividend	—	—	—	—	—	—	388	—	—	388
Exchange of noncontrolling interest	—	—	—	—	204	—	—	(283)	—	(79)
Payments related to tax withholding for stock-based compensation	—	—	—	—	(2,301)	—	—	—	—	(2,301)
Stock-based compensation	—	—	924,175	—	3,761	—	—	—	—	3,761
Issuance of common stock - employee stock purchase plan	—	—	119,169	—	278	—	—	—	—	278
Balance at March 31, 2025	—	$ —	238,556,839	$ 24	$ 1,237,987	$ (515)	$ (3,675,200)	$ —	$ 250	$ (2,437,454)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Uniti Group Inc.
Condensed Consolidated Statements of Cash Flows
(unaudited)

(Thousands)	Three Months Ended March 31, 2025	2024
Cash flow from operating activities		
Net income	$ 12,220	$ 41,348
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	79,683	77,485
Amortization of deferred financing costs and debt discount	5,522	5,035
Loss on extinguishment of debt, net	8,515	—
Interest rate cap amortization	196	188
Deferred income taxes	(4,906)	(5,776)
Cash paid for interest rate cap	—	(2,200)
Straight-line revenues and amortization of below-market lease intangibles	(6,859)	(8,822)
Stock-based compensation	3,761	3,348
(Gain) loss on asset disposals	(313)	228
Gain on sale of real estate	—	(18,999)
Accretion of settlement obligation	862	1,965
Other	573	20
Changes in assets and liabilities:		
Accounts receivable	7,657	(2,226)
Other assets	6,182	1,139
Accounts payable, accrued expenses and other liabilities	(104,526)	(86,543)
Net cash provided by operating activities	8,567	6,190
Cash flow from investing activities		
Capital expenditures	(208,060)	(167,939)
Proceeds from sale of other equipment	406	341
Proceeds from sale of real estate	—	40,011
Proceeds from sale of unconsolidated entity	—	40,000
Net cash used in investing activities	(207,654)	(87,587)
Cash flow from financing activities		
Repayment of debt	(400,000)	—
Proceeds from issuance of notes	589,000	—
Dividends paid	—	(35,800)
Payments of settlement payable	(24,505)	(24,505)
Borrowings under revolving credit facility	40,000	80,000
Payments under revolving credit facility	(40,000)	(215,000)
Proceeds from ABS Loan Facility	—	275,000
Finance lease payments	(648)	(696)
Payments for financing costs	(12,479)	(7,919)
Costs related to the early repayment of debt	(3,750)	—
Distributions paid to noncontrolling interests	—	(16)
Payment for noncontrolling interest	(80)	—
Employee stock purchase program	278	326
Payments related to tax withholding for stock-based compensation	(2,301)	(1,515)
Net cash provided by financing activities	145,515	69,875
Net decrease in cash, restricted cash and cash equivalents	(53,572)	(11,522)
Cash, restricted cash and cash equivalents at beginning of period	183,847	62,264

Cash, restricted cash and cash equivalents at end of period	$	130,275	$	50,742
Non-cash investing and financing activities:				
Property and equipment acquired but not yet paid	$	11,790	$	9,009
Tenant capital improvements	$	110,208	$	66,082

The accompanying notes are an integral part of these condensed consolidated financial statements.

Uniti Group Inc.
Notes to Condensed Consolidated Financial Statements
(unaudited)

Note 1. Organization and Description of Business

Uniti Group Inc. (the “Company,” “Uniti,” “we,” “us,” or “our”) was incorporated in the state of Maryland on September 4, 2014. We are an independent internally managed real estate investment trust (“REIT”) engaged in the acquisition, construction and leasing of mission critical infrastructure in the communications industry. We are principally focused on acquiring and constructing fiber optic, copper and coaxial broadband networks and data centers. We manage our operations focused on our two primary lines of business: Uniti Fiber and Uniti Leasing.

The Company operates through a customary “up-REIT” structure, pursuant to which we hold substantially all of our assets through a partnership, Uniti Group LP, a Delaware limited partnership (the “Operating Partnership”) that we control as general partner. The up-REIT structure is intended to facilitate future acquisition opportunities by providing the Company with the ability to use common units of the Operating Partnership as a tax-efficient acquisition currency. As of March 31, 2025, we are the sole general partner of the Operating Partnership and own 100.00% of the partnership interests in the Operating Partnership.

Our Proposed Merger with Windstream

On May 3, 2024, Uniti entered into an Agreement and Plan of Merger, by and between Uniti and 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 and/or restated from time to time, the "Merger Agreement"). Upon the terms and subject to the conditions set forth in the Merger Agreement and following a pre-closing reorganization of Windstream, an affiliate of Windstream identified as "Merger Sub" in the Merger Agreement will merge with and into Uniti (the "Merger"), with Uniti surviving the Merger, with the result that both of Uniti and Windstream's successor by merger will be indirect wholly owned subsidiaries of Windstream Parent Inc., a Delaware corporation that is currently an indirect wholly owned subsidiary of Windstream (“New Uniti”). In connection with the Merger, Windstream Parent, Inc. will be renamed Uniti Group Inc. Following the Merger, the common stock of New Uniti (“New Uniti Common Stock”) is expected to be listed on the Nasdaq Global Market under the proposed symbol “UNIT.” Our Merger with Windstream is subject to customary closing conditions, including, among others, approval by our stockholders, which was obtained April 2, 2025, and receipt of required regulatory approvals.

The Merger intends to reunite Windstream’s business with the underlying fiber infrastructure owned by the Company to create a premier digital infrastructure company with a strong platform for value creation. Upon consummation of the Merger, the board of directors of New Uniti will initially comprise nine members, including five directors to be appointed by Uniti. It is expected that Uniti’s existing officers will serve as initial officers of New Uniti.

At the effective time of the Merger, each share of Uniti’s common stock that is issued and outstanding will automatically be cancelled and retired and converted into the right to a number of shares of New Uniti Common Stock pursuant to an exchange ratio set forth in the Merger Agreement such that the Company's and Windstream's stockholders are expected to hold approximately 62% and 38%, respectively, of the combined company before giving effect to the conversion of any outstanding convertible securities or the issuance of warrants to purchase New Uniti Common Stock referenced below.

In addition, at the closing of the Merger, we will fund an aggregate cash payment of $425 million (less certain transaction expenses) that will be distributed to Windstream equityholders on a pro-rata basis (the “Merger Cash Consideration”). Windstream equityholders will also be entitled to pro rata distributions of (i) new shares of non-voting preferred stock of New Uniti with a dividend rate of 11% per year for the first six years, subject to an additional 0.5% per year during each of the seventh and eighth year after the initial issuance and further increased by an additional 1% per year during each subsequent year, subject to a cap of 16% per year and with an aggregate liquidation preference of $575 million, and (ii) warrants to purchase New Uniti Common Stock, with an exercise price of $0.01 per share, subject to customary adjustments, representing in the aggregate approximately 6.9% of the pro forma share total of New Uniti. We intend to fund the Merger Cash Consideration with cash on hand and borrowings under the Revolving Credit Facility (as defined herein).

Our Merger with Windstream is subject to customary closing conditions, including, among others, approval by our stockholders, which was obtained April 2, 2025, and receipt of required regulatory approvals, including the expiration or early termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the receipt of approvals from the Federal Communications Commission and certain state public utility commissions. We currently expect our Merger with Windstream to close in the second half of 2025.

Upon consummation of the Merger, New Uniti will become an integrated telecommunications company. Initially, the legacy Uniti and Windstream organizational structures will remain separate, and the existing agreements and arrangements presently in effect between Uniti and Windstream, such as the Windstream Leases (as defined herein) and the settlement agreement with Windstream, which requires Uniti to fund periodic settlement payments and reimburse Windstream for certain growth capital improvements, will remain in place. All Windstream debt obligations would remain obligations of Windstream and our debt obligations would remain as ours, with no cross-guarantees or credit support between the Company and Windstream. In September and October 2024, Windstream undertook a series of transactions through which it amended the terms of its outstanding debt to, among other things, allow for the consolidation of Uniti's and Windstream's debt following the completion of the Merger into a single silo under a common parent entity (the "Post-Closing Reorganization"). In April 2025, we amended our Credit Agreement (as defined herein) to modify its lien covenant to facilitate the Post-Closing Reorganization. As a result, following the completion of the Merger, Uniti may, but is not required to, consummate the Post-Closing Reorganization. If the Post-Closing Reorganization is completed, certain existing agreements and arrangements presently in effect between Uniti and Windstream, including the Windstream Leases and the settlement agreement described above, could be (but are not required to be) terminated. In addition, if the Post-Closing Reorganization is completed, each obligor under Uniti's outstanding debt (other than the ABS Notes, as defined herein) would become an obligor under Windstream's outstanding debt, and each obligor under Windstream's outstanding debt would become an obligor under Uniti's outstanding debt (other than the ABS Notes, as defined herein).

In addition, we have agreed to suspend dividend payments or other distributions until the consummation of the Merger, except for the dividend paid on June 28, 2024 and those dividends reasonably required for us or our subsidiaries to maintain our status as a REIT or to avoid the payment or imposition of income or excise tax, among other customary exceptions. Finally, it is expected that, following consummation of the Merger, Uniti will cease to be a REIT and New Uniti would not qualify as a REIT.

Note 2. Basis of Presentation and Summary of Significant Accounting Policies

The accompanying Condensed Consolidated Financial Statements include all accounts of the Company and its wholly owned and/or controlled subsidiaries, including the Operating Partnership. Under the Accounting Standards Codification 810, *Consolidation* ("ASC 810"), the Operating Partnership is considered a variable interest entity and is consolidated in the Condensed Consolidated Financial Statements of Uniti Group Inc. because the Company is the primary beneficiary. All material intercompany balances and transactions have been eliminated.

ASC 810 provides guidance on the identification of entities for which control is achieved through means other than voting rights ("variable interest entities" or "VIEs") and the determination of which business enterprise, if any, should consolidate the VIEs. Generally, the consideration of whether an entity is a VIE applies when either: (1) the equity investors (if any) lack (i) the ability to make decisions about the entity's activities through voting or similar rights, (ii) the obligation to absorb the expected losses of the entity, or (iii) the right to receive the expected residual returns of the entity; (2) the equity investment at risk is insufficient to finance that entity's activities without additional subordinated financial support; or (3) the equity investors have voting rights that are not proportionate to their economic interests and substantially all of the activities of the entity involve or are conducted on behalf of an investor with a disproportionately small voting interest. The Company consolidates VIEs in which it is considered to be the primary beneficiary. The primary beneficiary is defined as the entity having both of the following characteristics: (1) the power to direct the activities that, when taken together, most significantly impact the VIE's performance; and (2) the obligation to absorb losses and right to receive the returns from the VIE that would be significant to the VIE.

The accompanying Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information set forth in the Accounting Standards Codification ("ASC"), as published by the Financial Accounting Standards Board ("FASB"), and with the applicable rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair statement of results for the interim period have been included. Operating results from any interim period are not necessarily indicative of the results that may be expected for the full fiscal year. The accompanying Condensed Consolidated Financial Statements and related notes should be read in conjunction with the audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K filed with the SEC on February 21, 2025, as amended by Amendment No. 1 thereto filed on Form 10-K/A with the SEC on March 7, 2025 (the "Annual Report"). Accordingly, significant accounting policies and other disclosures normally provided have been omitted from the accompanying Condensed Consolidated Financial Statements and related notes since such items are disclosed in our Annual Report.

Concentration of Credit Risks—Prior to September 2020, we were party to a long-term exclusive triple-net lease (the “Master Lease”) with Windstream pursuant to which a substantial portion of our real property was leased to Windstream and from which a substantial portion of our leasing revenues were derived. On September 18, 2020, Uniti and Windstream bifurcated the Master Lease and entered into two structurally similar master leases (collectively, the “Windstream Leases”), which amended and restated the Master Lease in its entirety. The Windstream Leases consist of (a) a master lease (the "ILEC MLA") that governs Uniti owned assets used for Windstream's incumbent local exchange carrier ("ILEC") operations and (b) a master lease (the "CLEC MLA") that governs Uniti owned assets used for Windstream's consumer competitive local exchange carrier ("CLEC") operations. Revenue under the Windstream Leases provided 68.4% and 68.8% of our revenue for the three months ended March 31, 2025 and 2024, respectively. Because a substantial portion of our revenue and cash flows are derived from lease payments by Windstream pursuant to the Windstream Leases, there could be a material adverse impact on our consolidated results of operations, liquidity, financial condition and/or ability to service debt if Windstream were to default under the Windstream Leases or otherwise experience operating or liquidity difficulties and become unable to generate sufficient cash to make payments to us.

We monitor the credit quality of Windstream through numerous methods, including by (i) reviewing credit ratings of Windstream by nationally recognized credit agencies, (ii) reviewing the financial statements of Windstream that are required to be delivered to us pursuant to the Windstream Leases, (iii) monitoring news reports regarding Windstream and its business, (iv) conducting research to ascertain industry trends potentially affecting Windstream, (v) monitoring Windstream’s compliance with the terms of the Windstream Leases and (vi) monitoring the timeliness of its payments under the Windstream Leases.

As of the date of this Quarterly Report on Form 10-Q, Windstream is current on all lease payments. We note that in August 2020, Moody’s Investor Service assigned a B3 corporate family rating with a stable outlook to Windstream in connection with its post-emergence exit financing. At the same time, S&P Global Ratings assigned Windstream a B- issuer rating with a stable outlook. Both ratings remain current as of the date of this filing. In order to assist us in our continuing assessment of Windstream’s creditworthiness, we periodically receive certain confidential financial information and metrics from Windstream.

Recently Issued Accounting Pronouncements Not Yet Adopted

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* ("ASU 2023-09"), which expands the disclosure requirements for income taxes and enhances the transparency and decision-usefulness of income tax disclosures. The standard requires disclosure of additional specified categories in the rate reconciliation in both percentage and dollar amounts as well as greater disaggregation of income taxes paid. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating this guidance to determine the impact it will have on our financial statements.

In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses* ("ASU 2024-03"), which requires additional disclosure about specific types of expenses included in the expense captions presented on the face of the income statement, as well as disclosures about selling expenses. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, and interim periods in fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating this guidance to determine the impact it will have on our financial statements.

Note 3. Revenues

Disaggregation of Revenue

The following table presents our revenues disaggregated by revenue stream.

(Thousands)	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Revenue disaggregated by revenue stream		
Revenue from contracts with customers		
Uniti Fiber		
Lit backhaul	$ 17,745	$ 17,722
Enterprise and wholesale	28,117	26,893
E-Rate and government	9,606	11,144
Other	(37)	875
Uniti Fiber	55,431	56,634
Uniti Leasing	1,455	1,629
Total revenue from contracts with customers	56,886	58,263
Revenue accounted for under leasing guidance		
Uniti Leasing	220,913	215,992
Uniti Fiber	16,110	12,163
Total revenue accounted for under leasing guidance	237,023	228,155
Total revenue	$ 293,909	$ 286,418

At March 31, 2025 and December 31, 2024, lease receivables were $19.0 million and $28.8 million, respectively, and receivables from contracts with customers were $21.8 million and $19.1 million, respectively.

Contract Assets (Unbilled Revenue) and Liabilities (Deferred Revenue)

Contract assets primarily consist of unbilled construction revenue where we are utilizing our costs incurred as the measure of progress of satisfying our performance obligation. Contract assets are reported within accounts receivable, net on our Condensed Consolidated Balance Sheets. When the contract price is invoiced, the related unbilled receivable is reclassified to trade accounts receivable, where the balance will be settled upon the collection of the invoiced amount. Contract liabilities are generally comprised of upfront fees charged to the customer for the cost of establishing the necessary components of the Company's network prior to the commencement of use by the customer. Fees charged to customers for the recurring use of the Company's network are recognized during the related periods of service. Upfront fees that are billed in advance of providing services are deferred until such time the customer accepts the Company's network and then are recognized as service revenues ratably over a period in which substantive services required under the revenue arrangement are expected to be performed, which is the initial term of the arrangement. During the three months ended March 31, 2025, we recognized revenues of $1.6 million which were included in the December 31, 2024 contract liabilities balance.

The following table provides information about contract assets and contract liabilities accounted for under the Accounting Standards Codification 606, *Revenue from Contracts with Customers* ("ASC 606").

(Thousands)	Contract Assets	Contract Liabilities
Balance at December 31, 2024	$ —	$ 10,014
Balance at March 31, 2025	$ 423	$ 10,484

Transaction Price Allocated to Remaining Performance Obligations

Performance obligations within contracts to stand ready to provide services are typically satisfied over time or as those services are provided. Contract liabilities primarily relate to deferred revenue from upfront customer payments. The deferred revenue is recognized, and the liability reduced, over the contract term as the Company completes the performance obligation. As of March 31, 2025, our future revenues (i.e., transaction price related to remaining performance obligations) under contract accounted for under ASC 606 totaled $594.9 million, of which $526.9 million is related to contracts that are currently being invoiced and have an average remaining contract term of 3.0 years, while $68.0 million represents our backlog for sales bookings which have yet to be installed and have an average contract term of 5.4 years. We do not disclose the value of unsatisfied performance obligations for contracts that have an original expected duration of one year or less.

Note 4. Leases

Lessor Accounting

We lease communications towers, ground space, colocation space and dark fiber to tenants under operating leases. Our leases have initial lease terms ranging from less than one year to 35 years, most of which include options to extend or renew the leases for less than one year to 20 years (based on the satisfaction of certain conditions as defined in the lease agreements), and some of which may include options to terminate the leases within one to six months. Certain lease agreements contain provisions for future rent increases. Payments due under the lease contracts include fixed payments plus, for some of our leases, variable payments.

The components of lease income for the three months ended March 31, 2025 and 2024 respectively, are as follows:

	Three Months Ended March 31,	
(Thousands)	2025	2024
Lease income - operating leases	$ 237,023	$ 228,155

Lease payments to be received under non-cancellable operating leases where we are the lessor for the remainder of the lease terms as of March 31, 2025 are as follows:

(Thousands)	March 31, 2025[(1)]
2025	$ 629,994
2026	858,884
2027	860,585
2028	860,567
2029	860,008
Thereafter	795,011
Total lease receivables	$ 4,865,049

(1) Total future minimum lease payments to be received include $4.0 billion relating to the Windstream Leases.

The underlying assets under operating leases where we are the lessor are summarized as follows:

(Thousands)	March 31, 2025	December 31, 2024
Land	$ 26,737	$ 26,711
Building and improvements	351,541	350,829
Poles	347,551	341,548
Fiber	4,323,867	4,222,895
Equipment	437	437
Copper	3,975,650	3,972,806
Conduit	90,193	90,193
Tower assets	58	58
Finance lease assets	1,889	1,889
Other assets	10,432	10,432
	9,128,355	9,017,798
Less: accumulated depreciation	(5,898,366)	(5,852,579)
Underlying assets under operating leases, net	$ 3,229,989	$ 3,165,219

Depreciation expense for the underlying assets under operating leases where we are the lessor for the three months ended March 31, 2025 and 2024, respectively, is summarized as follows:

	Three Months Ended March 31,	
(Thousands)	2025	2024
Depreciation expense for underlying assets under operating leases	$ 47,860	$ 46,005

Lessee Accounting

We have commitments under operating leases for communications towers, ground space, colocation space, dark fiber and buildings. We also have finance leases for dark fiber, equipment, and automobiles. Our leases have initial lease terms ranging from less than one year to 30 years, most of which include options to extend or renew the leases for less than one year to 20 years, and some of which may include options to terminate the leases within one to six months. Certain lease agreements contain provisions for future rent increases. Payments due under the lease contracts include fixed payments plus, for some of our leases, variable payments.

As of March 31, 2025, we have short-term lease commitments amounting to approximately $3.4 million.

Future lease payments under non-cancellable leases as of March 31, 2025 are as follows:

(Thousands)	Operating Leases	Finance Leases
2025	$ 13,160	$ 3,174
2026	15,171	4,106
2027	12,299	3,399
2028	10,577	2,572
2029	8,779	1,877
Thereafter	100,003	7,298
Total undiscounted lease payments	$ 159,989	$ 22,426
Less: imputed interest	(79,590)	(5,980)
Total lease liabilities	$ 80,399	$ 16,446

Note 5. Fair Value of Financial Instruments

FASB ASC 820, *Fair Value Measurements*, establishes a hierarchy of valuation techniques based on the observability of inputs utilized in measuring assets and liabilities at fair values. This hierarchy establishes market-based or observable inputs as the preferred source of values, followed by valuation models using management assumptions in the absence of market inputs. The three levels of the hierarchy are as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity can access at the assessment date;

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; and

Level 3 – Unobservable inputs for the asset or liability.

Our financial instruments consist of cash and cash equivalents, accounts and other receivables, our outstanding notes and other debt, settlement payable, interest and dividends payable.

The following table summarizes the fair value of our financial instruments at March 31, 2025 and December 31, 2024:

(Thousands)	Total	Quoted Prices in Active Markets (Level 1)	Prices with Other Observable Inputs (Level 2)	Prices with Unobservable Inputs (Level 3)
At March 31, 2025				
Liabilities				
Senior secured notes - 10.50% due February 15, 2028	$ 2,948,191	$ —	$ 2,948,191	$ —
Senior secured notes - 4.75%, due April 15, 2028	545,372	—	545,372	—
Senior unsecured notes - 6.50% , due February 15, 2029	1,007,399	—	1,007,399	—
Senior unsecured notes - 6.00%, due January 15, 2030	612,118	—	612,118	—
Convertible senior notes - 7.50%, due December 1, 2027	306,469	—	306,469	—
ABS Notes (Class A-2) - 5.88% due April 1, 2030	430,516	—	430,516	—
ABS Notes (Class B) - 6.37% due April 1, 2030	65,878	—	65,878	—
ABS Notes (Class C) - 9.02% due April 1, 2030	99,646	—	99,646	—
Settlement payable	48,408	—	48,408	—
Total	$ 6,063,997	$ —	$ 6,063,997	$ —

(Thousands)	Total	Quoted Prices in Active Markets (Level 1)	Prices with Other Observable Inputs (Level 2)	Prices with Unobservable Inputs (Level 3)
At December 31, 2024				
Assets				
Derivative asset	$ 77	$ —	$ 77	$ —
Total	$ 77	$ —	$ 77	$ —
At December 31, 2024				
Liabilities				
Senior secured notes - 10.50% due February 15, 2028	$ 3,098,766	$ —	$ 3,098,766	$ —
Senior secured notes - 4.75%, due April 15, 2028	534,518	—	534,518	—
Senior unsecured notes - 6.50% , due February 15, 2029	1,007,399	—	1,007,399	—
Senior unsecured notes - 6.00%, due January 15, 2030	616,217	—	616,217	—
Convertible senior notes - 7.50%, due December 1, 2027	348,613	—	348,613	—
ABS Loan Facility, variable rate, due September 1, 2025	273,625	—	273,625	—
Settlement payable	71,723	—	71,723	—
Total	$ 5,950,861	$ —	$ 5,950,861	$ —

The carrying value of cash and cash equivalents, accounts and other receivables, and accounts, interest and dividends payable approximate fair values due to the short-term nature of these financial instruments.

The total principal balance of our outstanding notes and other debt was $6.05 billion at March 31, 2025, with a fair value of $6.02 billion. The estimated fair value of our outstanding notes and other debt was based on available external pricing data and current market rates for similar debt instruments, among other factors, which are classified as Level 2 inputs within the fair value hierarchy.

Uniti is required to make $490.1 million of cash payments to Windstream in equal installments over 20 consecutive quarters beginning October 2020 (the “Settlement Payable”). See Note 11. The Settlement Payable was initially recorded at fair value, using the present value of future cash flows. The future cash flows are discounted using discount rate input based on observable market data. Accordingly, we classify inputs used as Level 2 in the fair value hierarchy. As of March 31, 2025, the remaining Settlement Payable is $48.1 million. There have been no changes in the valuation methodologies used since the initial recording.

Note 6. Property, Plant and Equipment

The carrying value of property, plant and equipment is as follows:

(Dollars in Thousands)	Depreciable Lives	March 31, 2025	December 31, 2024
Land	Indefinite	$ 30,634	$ 30,577
Building and improvements	3 - 40 years	376,893	374,668
Poles	30 Years	347,552	341,548
Fiber	30 Years	5,365,564	5,253,959
Equipment	5 - 7 years	510,673	499,678
Copper	20 Years	3,975,650	3,972,806
Conduit	30 Years	90,193	90,193
Tower assets	20 Years	1,221	1,221
Finance lease assets	See Note 3	52,723	52,789
Other assets	15 - 20 years	10,433	10,450
Construction in progress	See Note 3	44,223	36,774
Corporate assets	3 - 7 years	16,731	16,499
		10,822,490	10,681,162
Less accumulated depreciation		(6,540,131)	(6,471,415)
Net property, plant and equipment		$ 4,282,359	$ 4,209,747

(1) See our Annual Report for property, plant and equipment accounting policies.

Depreciation expense for the three months ended March 31, 2025 and 2024 was $72.3 million and $70.1 million, respectively.

CableSouth Transaction

In 2018, we acquired certain fiber assets from CableSouth Media, LLC (“CableSouth”) and leased back certain of those acquired assets to CableSouth pursuant to a triple-net lease.

During the fourth quarter of 2023, the Company entered into an agreement with a fund managed by Macquarie Asset Management ("MAM") pursuant to which MAM would make a structured equity investment into CableSouth in order to assist CableSouth in the acquisition of all of our previously acquired CableSouth fiber assets and the buyout of their triple-net lease for cash consideration of $40.0 million (the "CableSouth Transaction"). The Company completed the CableSouth Transaction on January 31, 2024 and recorded a $19 million gain on sale of real estate in our Condensed Consolidated Statements of Income during the three months ended March 31, 2024.

The CableSouth Transaction is included in the results of the Uniti Leasing segment, and because the sale does not represent a strategic shift that will have a major effect on operations and financial results, it does not qualify for presentation as a discontinued operation.

Note 7. Goodwill and Intangible Assets and Liabilities

Changes in the carrying amount of goodwill occurring during the three months ended March 31, 2025 are as follows:

(Thousands)	Uniti Fiber	Total
Goodwill at December 31, 2024	$ 672,878	$ 672,878
Accumulated impairment charges as of December 31, 2024	(515,498)	(515,498)
Balance at December 31, 2024	$ 157,380	$ 157,380
Goodwill at March 31, 2025	$ 672,878	$ 672,878
Accumulated impairment charges as of March 31, 2025	(515,498)	(515,498)
Balance at March 31, 2025	$ 157,380	$ 157,380

Carrying value of intangible assets and liabilities at March 31, 2025 and December 31, 2024 are as follows:

(Thousands)	March 31, 2025		December 31, 2024	
	Original Cost	Accumulated Amortization	Original Cost	Accumulated Amortization
Finite life intangible assets:				
Customer lists	$ 416,104	$ (180,022)	$ 416,104	$ (174,326)
Contracts	52,536	(29,552)	52,536	(27,910)
Underlying Rights	10,497	(1,575)	10,497	(1,487)
Total intangible assets	$ 479,137		$ 479,137	
Less: accumulated amortization	(211,149)		(203,723)	
Total intangible assets, net	$ 267,988		$ 275,414	
Finite life intangible liabilities:				
Below-market leases	$ 191,154	$ (48,124)	$ 191,154	$ (45,451)
Finite life intangible liabilities:				
Below-market leases	$ 191,154		$ 191,154	
Less: accumulated amortization	(48,124)		(45,451)	
Total intangible liabilities, net	$ 143,030		$ 145,703	

As of March 31, 2025, the remaining weighted average amortization period of the Company's intangible assets was 13.0 years, 3.5 years, and 25.5 years for customer lists, contracts, and underlying rights, respectively. As of March 31, 2025, the total remaining weighted average amortization period for total intangible assets was 12.6 years.

Amortization expense for the three months ended March 31, 2025 and 2024 was $7.4 million and $7.4 million, respectively. Amortization expense is estimated to be $29.7 million for the full year of 2025, $29.7 million in 2026, $29.7 million in 2027, $28.1 million in 2028, and $23.1 million in 2029.

We recognize the amortization of below-market leases in revenue. Revenue related to the amortization of the below-market leases for the three months ended March 31, 2025 and 2024 was $2.7 million and $2.7 million, respectively. As of March 31, 2025, the remaining weighted average amortization period of the Company's intangible liabilities was 14.9 years. Revenue due to the amortization of the below-market leases is estimated to be $10.7 million for the full year of 2025, $10.7 million in 2026, $10.7 million in 2027, $10.2 million in 2028, and $8.8 million in 2029.

Note 8. Notes and Other Debt

All debt, other than our 7.50% convertible senior notes due 2027, are obligations of the Operating Partnership and/or certain of its subsidiaries as discussed below. The Company is a guarantor of our senior notes and borrowings under our Revolving Credit Facility. The Company is the primary obligor of our 7.50% convertible senior notes due 2027, and the Operating partnership and other obligors under our senior notes guarantee such debt.

Notes and other debt are as follows:

(Thousands)	March 31, 2025	December 31, 2024
Principal amount	$ 6,050,500	$ 5,861,500
Less unamortized discount, premium and debt issuance costs	(80,096)	(77,903)
Notes and other debt less unamortized discount, premium and debt issuance costs	$ 5,970,404	$ 5,783,597

Notes and other debt at March 31, 2025 and December 31, 2024 consisted of the following:

	March 31, 2025		December 31, 2024	
(Thousands)	Principal	Unamortized Discount, Premium and Debt Issuance Costs	Principal	Unamortized Discount, Premium and Debt Issuance Costs
Senior secured notes - 10.50%, due February 15, 2028 (discount is based on imputed interest rate of 10.99%)	$ 2,775,000	$ (33,461)	$ 2,900,000	$ (37,522)
Senior secured notes - 4.75%, due April 15, 2028 (discount is based on imputed interest rate of 5.04%)	570,000	(4,647)	570,000	(4,998)
Senior unsecured notes - 6.50%, due February 15, 2029 (discount is based on imputed interest rate of 6.83%)	1,110,000	(12,408)	1,110,000	(13,101)
Senior unsecured notes - 6.00% due January 15, 2030 (discount is based on imputed interest rate of 6.27%)	700,000	(7,660)	700,000	(8,000)
Convertible senior notes - 7.50%, due December 1, 2027 (discount is based on imputed interest rate of 8.29%)	306,500	(5,794)	306,500	(6,273)
ABS Bridge Loan Facility variable rate, due September 1, 2025 (discount is based on imputed interest rate of 10.33%)	—	—	275,000	(3,671)
ABS Notes (Class A-2) - 5.88%, due April 1, 2030 (discount is based on imputed interest rate of 6.36%)	426,000	(8,772)	—	—
ABS Notes (Class B) - 6.37%, due April 1, 2030 (discount is based on imputed interest rate of 6.86%)	65,000	(1,339)	—	—
ABS Notes (Class C) - 9.02%, due April 1, 2030 (discount is based on imputed interest rate of 9.54%)	98,000	(2,022)	—	—
Senior secured revolving credit facility, variable rate, due September 24, 2027	—	(3,993)	—	(4,338)
Total	$ 6,050,500	$ (80,096)	$ 5,861,500	$ (77,903)

At March 31, 2025, notes and other debt included the following: (i) the Revolving Credit Facility (as defined below) pursuant to that certain credit agreement, dated as of April 24, 2015, by and among the Operating Partnership, Uniti Group Finance 2019 Inc. and CSL Capital, LLC (hereinafter, the “Borrowers”), the guarantors party thereto, Bank of America, N.A., as administrative agent, collateral agent, swing line lender and an L/C issuer and certain other lenders named therein, as amended (the “Credit Agreement”), of which no borrowings were outstanding as of March 31, 2025; (ii) $589.0 million aggregate principal amount of secured fiber network revenue term notes (the "ABS Notes") due April 1, 2030, consisting of $426.0 million 5.88% Series 2025-1, Class A-2 term notes, $65.0 million 6.37% Series 2025-1, Class B term notes, and $98.0 million 9.02% Series 2025-1, Class C term notes, entered into by Uniti Fiber ABS Issuer LLC and Uniti Fiber TRS Issuer LLC (collectively, the "ABS Notes Issuers"), each an indirect, bankruptcy-remote subsidiary of the Company, (iii) $2.8 billion aggregate principal amount of 10.50% Senior Secured Notes due February 15, 2028 (the “February 2028 Secured Notes”); (iv) $570.0 million aggregate principal amount of 4.75% Senior Secured Notes due April 15, 2028 (the “April 2028 Secured Notes”); (v) $1.1 billion aggregate principal amount of 6.50% Senior Unsecured Notes due February

15, 2029 (the “2029 Notes”); (vi) $700.0 million aggregate principal amount of 6.00% Senior Unsecured Notes due January 15, 2030 (the “2030 Notes”); and (vii) $306.5 million aggregate principal amount of 7.50% Convertible Senior Notes due December 1, 2027 (the "Convertible 2027 Notes" and collectively with the ABS Notes, February 2028 Secured Notes, April 2028 Secured Notes, 2029 Notes, and 2030 Notes, the “Notes”). The terms of the Notes are as described in the Company’s Annual Report.

Credit Agreement

The Borrowers are party to the Credit Agreement, which provides for a $500 million revolving credit facility that will mature on September 24, 2027 (the “Revolving Credit Facility”) and provides us with the ability to obtain revolving loans as well as swingline loans and letters of credit from time to time. All obligations under the Credit Agreement are guaranteed by (i) the Company and (ii) certain of the Operating Partnership’s subsidiaries (the “Subsidiary Guarantors”) and are secured by substantially all of the assets of the Borrowers and the Subsidiary Guarantors.

The Borrowers are subject to customary covenants under the Credit Agreement, including an obligation to maintain a consolidated secured leverage ratio, as defined in the Credit Agreement, not to exceed 5.00 to 1.00. We are permitted, subject to customary conditions, to incur other indebtedness, so long as, on a pro forma basis after giving effect to any such indebtedness, our consolidated total leverage ratio, as defined in the Credit Agreement, does not exceed 6.50 to 1.00 and, if such debt is secured, our consolidated secured leverage ratio, as defined in the Credit Agreement, does not exceed 4.00 to 1.00. In addition, the Credit Agreement contains customary events of default, including a cross default provision whereby the failure of the Borrowers or certain of their subsidiaries to make payments under other debt obligations, or the occurrence of certain events affecting those other borrowing arrangements, could trigger an obligation to repay any amounts outstanding under the Credit Agreement. In particular, a repayment obligation could be triggered if (i) the Borrowers or certain of their subsidiaries fail to make a payment when due of any principal or interest on any other indebtedness aggregating $75.0 million or more, or (ii) an event occurs that causes, or would permit the holders of any other indebtedness aggregating $75.0 million or more to cause, such indebtedness to become due prior to its stated maturity. As of March 31, 2025, the Borrowers were in compliance with all of the covenants under the Credit Agreement.

A termination of either Windstream Lease would result in an “event of default” under the Credit Agreement if a replacement lease is not entered into within ninety (90) calendar days and we do not maintain pro forma compliance with a consolidated secured leverage ratio, as defined in the Credit Agreement, of 5.00 to 1.00.

Borrowings under the Revolving Credit Facility bear interest at a rate equal to either a base rate plus an applicable margin ranging from 2.75% to 3.50% or a Term SOFR rate plus an applicable margin ranging from 3.75% to 4.50% in each case, calculated in a customary manner and determined based on our consolidated secured leverage ratio. We are required to pay a quarterly commitment fee under the Revolving Credit Facility equal to 0.50% of the average amount of unused commitments during the applicable quarter (subject to a step-down to 0.40% per annum of the average amount of unused commitments during the applicable quarter upon achievement of a consolidated secured leverage ratio not to exceed a certain level), as well as quarterly letter of credit fees equal to the product of (A) the applicable margin with respect to Term SOFR borrowings and (B) the average amount available to be drawn under outstanding letters of credit during such quarter.

Asset-Backed Notes & Bridge Loan Facility

On February 23, 2024, Uniti Fiber Bridge Borrower LLC (the “ABS Bridge Borrower”), Uniti Fiber Bridge HoldCo LLC and Uniti Fiber GulfCo LLC (together, the “ABS Bridge Loan Parties”), each an indirect, bankruptcy-remote subsidiary of the Company, entered into a bridge loan and security agreement, dated as of February 23, 2024 (the “ABS Loan Agreement”).

The ABS Loan Agreement provided for a secured, multi-draw term loan facility of up to $350 million (the “ABS Loan Facility”). As of December 31, 2024, an aggregate of $275 million principal amount of loans under the ABS Loan Facility had been drawn.

The ABS Loan Facility was secured by equity in the ABS Bridge Borrower and substantially all of the assets of the ABS Bridge Loan Parties (subject to certain customary limited exceptions) and was non-recourse to the Company. Each of the ABS Bridge Loan Parties and Uniti Fiber ABS Parent LLC ("ABS Parent") was designated as an unrestricted subsidiary under the Credit Agreement and the applicable indentures governing the Company’s outstanding senior notes.

On February 3, 2025, the ABS Notes Issuers issued $589.0 million aggregate principal amount of the ABS Notes, consisting of $426.0 million 5.88% Series 2025-1, Class A-2 term notes, $65.0 million 6.37% Series 2025-1, Class B term notes and $98.0 million 9.02% Series 2025-1, Class C term notes, each with an anticipated repayment date in April 2030. The ABS Notes were issued as part of a securitization transaction, pursuant to which certain of the Company's fiber network assets and related customer contracts in the State of Florida and the Gulf Coast region of Louisiana, Mississippi and Alabama, including the assets of the ABS Bridge Loan Parties that secured the ABS Loan Facility, were contributed to the ABS Notes Issuers, Uniti Fiber GulfCo LLC and Uniti Fiber TRS AssetCo LLC (collectively, the "ABS Notes Obligors"). The cash flow from these contributed assets will be used to service the obligations under the ABS Notes.

The ABS Notes were issued pursuant to an indenture, dated as of February 3, 2025 (the "ABS Notes Base Indenture"), as supplemented by a Series 2025-1 Supplement thereto, dated as of February 3, 2025 (the "Series 2025-1 Supplement" and, together with the ABS Notes Base Indenture, the "ABS Notes Indenture"), in each case by and among the ABS Notes Obligors and Wilmington Trust, National Association, as indenture trustee.

The ABS Notes are secured by a security interest in substantially all of the assets (subject to customary limited exceptions) of the ABS Notes Obligors and are guaranteed by each ABS Notes Issuer's respective parent entity (each an "ABS Guarantor" and, together with the ABS Notes Obligors, the "ABS Notes Parties"). The guarantee of each ABS Guarantor is secured by a security interest in the equity interests of the applicable ABS Notes Issuer. Neither the Company nor any subsidiary of the Company, other than the ABS Notes Parties, will guarantee or in any way be liable for the obligations under the ABS Notes. Each ABS Notes Party is a special purpose, bankruptcy remote subsidiary of the Company and is an unrestricted subsidiary under the Credit Agreement and the applicable indentures governing the Company's outstanding senior notes.

The ABS Notes are subject to a series of customary covenants and restrictions. These covenants and restrictions include (i) that the ABS Notes Issuers maintain a liquidity reserve account to be used to make required payments in respect of the ABS Notes, (ii) provisions relating to optional and mandatory prepayments, including specified make-whole payments in the case of certain optional prepayments of the ABS Notes prior to the quarterly payment date in April 2030, and (iii) covenants relating to recordkeeping, access to information and similar matters. As provided in the ABS Notes Base Indenture, the ABS Notes are also subject to rapid amortization in the event of a failure to maintain a stated debt service coverage ratio. A rapid amortization may be cured if the debt service coverage ratio exceeds a certain threshold for a certain period of time, upon which cure, regular amortization, if any, will resume. The ABS Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal or other amounts due on or with respect to the ABS Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective and certain judgments.

On February 3, 2025, Uniti used a portion of the net proceeds from the offering of the ABS Notes to repay and terminate the ABS Loan Facility and issued a notice of redemption to redeem $125.0 million aggregate principal amount of our February 2028 Secured Notes. Uniti redeemed the February 2028 Secured Notes called for redemption on February 14, 2025, at a redemption price of 103% of the redeemed principal amount plus accrued interest to, but excluding, the redemption date.

During the three months ended March 31, 2025, we recognized a $3.2 million loss on the extinguishment of the ABS Loan Facility and a $5.3 million loss on the partial extinguishment of the February 2028 Secured Notes within interest expense, net on the Condensed Consolidated Statements of Income, which includes $4.8 million of non-cash interest expense for the write off of the unamortized premium and deferred financing costs and $3.7 million of cash interest expense for the redemption premium.

Deferred Financing Cost

Deferred financing costs were incurred in connection with the issuance of the Notes and our entry into the Revolving Credit Facility and the ABS Loan Facility. These costs are amortized using the effective interest method over the term of the related indebtedness and are included in interest expense in our Condensed Consolidated Statements of Income. For the three months ended March 31, 2025 and 2024, we recognized $6.0 million and $5.0 million, respectively, of non-cash interest expense related to the amortization of deferred financing costs.

Note 9. Earnings Per Share

Our time-based restricted stock awards are considered participating securities as they receive non-forfeitable rights to dividends at the same rate as common stock. As participating securities, we included these instruments in the computation of earnings per share under the two-class method described in FASB ASC 260, *Earnings per Share* ("ASC 260").

We also have outstanding performance-based restricted stock units that contain forfeitable rights to receive dividends. Therefore, the awards are considered non-participating restrictive shares and are not dilutive under the two-class method until performance conditions are met.

The dilutive effect of the 4.00% exchangeable notes that matured and were repaid on June 15, 2024 (the "Exchange Notes") and the Convertible 2027 Notes is calculated by using the "if-converted" method. This assumes an add-back of interest, net of income taxes, to net income attributable to shareholders as if the securities were converted at the beginning of the reporting period (or at time of issuance, if later) and the resulting common shares included in number of weighted average shares. The dilutive effect of the warrants previously issued in connection with the issuance of the Exchange Notes that terminated in June 2024 is calculated using the treasury-stock method. During the three months ended March 31, 2024, the warrants were excluded from diluted shares outstanding because the exercise price exceeded the average market price of our common stock for the reporting period.

The following sets forth the computation of basic and diluted earnings per share under the two-class method:

	Three Months Ended March 31,	
(Thousands, except per share data)	2025	2024
Basic earnings per share:		
Numerator:		
Net income attributable to shareholders	$ 12,220	$ 41,329
Less: Income allocated to participating securities	(335)	(436)
Dividends declared on convertible preferred stock	(5)	(5)
Net income attributable to common shares	$ 11,880	$ 40,888
Denominator:		
Basic weighted-average common shares outstanding	238,062	236,901
Basic earnings per common share	$ 0.05	$ 0.17

	Three Months Ended March 31,	
(Thousands, except per share data)	2025	2024
Diluted earnings per share:		
Numerator:		
Net income attributable to shareholders	$ 12,220	$ 41,329
Less: Income allocated to participating securities	(335)	(436)
Dividends declared on convertible preferred stock	(5)	(5)
Impact on if-converted dilutive securities	—	7,022
Net income attributable to common shares	$ 11,880	$ 47,910
Denominator:		
Basic weighted-average common shares outstanding	238,062	236,901
Effect of dilutive non-participating securities	—	708
Impact on if-converted dilutive securities	—	54,798
Weighted-average shares for dilutive earnings per common share	238,062	292,407
Dilutive earnings per common share	$ 0.05	$ 0.16

For the three months ended March 31, 2025, 1,400,783 non-participating securities were excluded from the computation of earnings per share, as their performance conditions have not been met. For the three months ended March 31, 2025, we excluded 42,043,892 potential common shares related to the Convertible 2027 Notes from the computation of earnings per share, as their effect would have been anti-dilutive.

Note 10. Segment Information

Our management, including our chief executive officer, who is our chief operating decision maker, manages our operations as two reportable segments, in addition to our corporate operations, which include:

Uniti Leasing: Represents the operations of our leasing business which is engaged in the acquisition and construction of mission-critical communications assets and leasing them to anchor customers on either an exclusive or shared-tenant basis, in addition to the leasing of dark fiber on our existing dark fiber network assets that we either constructed or acquired. While the Leasing segment represents our REIT operations, certain aspects of the Leasing segment are also operated through taxable REIT subsidiaries.

Uniti Fiber: Represents the operations of our fiber business which is a leading provider of infrastructure solutions, including cell site backhaul and dark fiber, to the telecommunications industry.

Corporate: Represents our corporate office and shared service functions. Certain costs and expenses, primarily related to headcount, information technology systems, insurance, professional fees and similar charges, that are directly attributable to operations of our business segments are allocated to the respective segments.

Management evaluates the performance of each segment using Adjusted EBITDA, which is a segment performance measure we define as net income determined in accordance with GAAP, before interest expense, provision for income taxes, depreciation and amortization, stock-based compensation expense and the impact, which may be recurring in nature, of transaction and integration related costs, costs associated with Windstream's bankruptcy, costs associated with litigation claims made against us, costs associated with the implementation of our enterprise resource planning system, goodwill impairment charges, severance costs, costs related to the settlement with Windstream, amortization of non-cash rights-of-use assets, the write off of unamortized deferred financing costs, costs incurred as a result of the early repayment of debt, including early tender and redemption premiums and costs associated with the termination of related hedging activities, gains or losses on dispositions, changes in the fair value of contingent consideration and financial instruments, and other similar or infrequent items (although we may not have had such charges in the periods presented). Adjusted EBITDA includes adjustments to reflect the Company's share of Adjusted EBITDA from unconsolidated entities. The Company believes that net income, as defined by GAAP, is the most appropriate earnings metric; however, we believe that Adjusted EBITDA serves as a useful supplement to net income because it allows investors, analysts and management to evaluate the performance of our segments in a manner that is comparable period over period. Adjusted EBITDA should not be considered as an alternative to net income as determined in accordance with GAAP.

The Company's chief executive officer, who is our chief operating decision maker, reviews Adjusted EBITDA for the purpose of making operating decisions, assessing financial performance, and deciding how to allocate resources (including employees, property, and financial or capital resources) for each segment predominantly in the annual budget and forecasting process. The chief operating decision maker considers budget-to-actual variances monthly when making decisions about allocating capital and personnel to the segments.

Selected financial data related to our segments is presented below for the three months ended March 31, 2025 and 2024:

(Thousands)	Three Months Ended March 31, 2025 Uniti Leasing	Uniti Fiber	Corporate	Subtotal of Reportable Segments
Revenues	$ 222,368	$ 71,541	$ —	$ 293,909
Adjusted EBITDA	$ 215,126	$ 28,756	$ (6,052)	$ 237,830
Less:				
Interest expense				137,987
Depreciation and amortization	46,851	32,816	16	79,683
Transaction related and other costs				7,847
Other, net				850
Stock-based compensation				3,761
Income tax benefit				(4,518)
Net income				$ 12,220
Capital Expenditures	$ 176,798	$ 31,262	$ —	$ 208,060

(Thousands)	Three Months Ended March 31, 2024 Uniti Leasing	Uniti Fiber	Corporate	Subtotal of Reportable Segments
Revenues	$ 217,621	$ 68,797	$ —	$ 286,418
Adjusted EBITDA	$ 210,677	$ 23,838	$ (5,887)	$ 228,628
Less:				
Interest expense				123,211
Depreciation and amortization	44,980	32,492	13	77,485
Transaction related and other costs				5,687
Gain on sale of real estate				(18,999)
Other, net				1,911
Stock-based compensation				3,348
Income tax benefit				(5,363)
Net Income				$ 41,348
Capital Expenditures	$ 139,702	$ 28,225	$ 12	$ 167,939

Significant segment expenses for our reportable segments are presented below for the periods indicated:

(Thousands)	Uniti Fiber Three Months Ended March 31, 2025	2024
Revenues	$ 71,541	$ 68,797
Less:		
Employee-related (excluding stock-based compensation):		
Operating Expense	6,066	6,538
General and Administrative Expense	8,990	8,923
Network [(a)]	18,431	18,759
Installation, Equipment, & Other Non-recurring Charges [(a)]	1,120	2,572
Insurance [(b)]	1,067	1,173
Professional Fees [(b)]	1,241	1,053
Other	5,870	5,941
Adjusted EBITDA	$ 28,756	$ 23,838

(a) Included within the Operating Expense (exclusive of depreciation, accretion and amortization) line item in our Consolidated Statements of Income.

(b) Included within the General and Administration Expense line item in our Consolidated Statements of Income.

Employee-related expenses include employee salaries, related taxes and benefits, short-term cash incentive compensation and travel and entertainment expenses. Other includes office rent, IT costs, taxes and fees, advertising, other overhead expenses, and EBITDA adjustments.

(Thousands)	Uniti Leasing Three Months Ended March 31, 2025	2024
Revenues	$ 222,368	$ 217,621
Less:		
Employee-related (excluding stock-based compensation):		
Operating Expense	66	293
General and Administrative Expense	1,689	1,507
Network [(a)]	4,878	4,996
Other	609	148
Adjusted EBITDA	$ 215,126	$ 210,677

(a) Included within the Operating Expense (exclusive of depreciation, accretion and amortization) line item in our Consolidated Statements of Income.

Employee-related expenses include employee salaries, related taxes and benefits, short-term cash incentive compensation and travel and entertainment expenses. Other includes insurance, professional fees, taxes and fees, other overhead expenses, and EBITDA adjustments.

Total assets by business segment as of March 31, 2025 and December 31, 2024 are as follows:

(Thousands)	March 31, 2025	December 31, 2024
Uniti Leasing	$ 3,226,236	$ 3,158,309
Uniti Fiber	1,995,771	1,985,828
Corporate	70,407	138,008
Total of reportable segments	$ 5,292,414	$ 5,282,145

Note 11. Commitments and Contingencies

In the ordinary course of our business, we are subject to claims and administrative proceedings, none of which we believe are material or would be expected to have, individually or in the aggregate, a material adverse effect on our business, financial condition, cash flows or results of operations.

Windstream Commitments

Following the consummation of our settlement agreement with Windstream, including entry into the Windstream Leases, we are obligated to make $490.1 million of cash payments to Windstream in equal installments over 20 consecutive quarters beginning in October 2020, and Uniti may prepay any installments due on or after the first anniversary of the settlement agreement (discounted at a 9% rate). As of March 31, 2025, the Company has made payments totaling $435.9 million.

Further, beginning in October 2020, we became obligated to reimburse Windstream for up to an aggregate of $1.75 billion for certain growth capital improvements in long-term fiber and related assets made by Windstream ("Growth Capital Improvements") through 2029. Uniti's reimbursement commitment for Growth Capital Improvements does not require Uniti to reimburse Windstream for maintenance or repair expenditures (except for costs incurred for fiber replacements to the property leased under the competitive local exchange carrier master lease agreement, up to $70 million during the term), and each such reimbursement is subject to underwriting standards. Uniti's total annual reimbursement commitments for the Growth Capital Improvements under both Windstream Leases (and under separate equipment loan facilities) were limited to $225 million in 2024, and are limited to $175 million per year in 2025 and 2026; and $125 million per year in 2027 through 2029. If the cost incurred by Windstream (or the successor tenant under a Windstream Lease) for Growth Capital Improvements in any calendar year exceeds the annual limit for such calendar year, Windstream (or such tenant, as the case may be) may submit such excess costs for reimbursement in any subsequent year and such excess costs shall be funded from the annual commitment amounts in such subsequent period. In addition, to the extent that reimbursements for Growth Capital Improvements funded in any calendar year during the term is less than the annual limit for such calendar year, the unfunded amount in any calendar year will carry-over and may be added to the annual limits for subsequent calendar years, subject to an annual limit of $250 million in any calendar year. During the three months ended March 31, 2025, Uniti reimbursed $175.0 million of Growth Capital Improvements, of which $175.0 million represented the reimbursement of capital improvements completed in 2024 that were previously classified as tenant funded capital improvements. As of the date of this Quarterly Report on Form 10-Q, we have reimbursed a total of $1.2 billion of Growth Capital Improvements.

Starting on the first anniversary of each installment of reimbursement for a Growth Capital Improvement, the rent payable by Windstream under the applicable Windstream Lease will increase by an amount equal to 8.0% (the "Rent Rate") of such installment of reimbursement. The Rent Rate will thereafter increase to 100.5% of the prior Rent Rate on each anniversary of each reimbursement. In the event that the tenant's interest in either Windstream Lease is transferred by Windstream under the terms thereof (unless transferred to the same transferee), or if Uniti transfers its interests as landlord under either Windstream Lease (unless to the same transferee), the reimbursement rights and obligations will be allocated between the ILEC MLA and the CLEC MLA by Windstream, provided that the maximum that may be allocated to the CLEC MLA following such transfer is $20 million per year. If Uniti fails to reimburse any Growth Capital Improvement reimbursement payment or equipment loan funding request as and when it is required to do so under the terms of the Windstream Leases, and such failure continues for thirty (30) days, then such unreimbursed amounts may be applied as an offset against the rent owed by Windstream under the Windstream Leases (and such amounts will thereafter be treated as if Uniti had reimbursed them).

Uniti and Windstream have entered into separate ILEC and CLEC Equipment Loan and Security Agreements (collectively "Equipment Loan Agreement") in which Uniti will provide up to $125 million (limited to $25 million in any calendar year) of the $1.75 billion of Growth Capital Improvements commitments discussed above in the form of loans for Windstream to purchase equipment related to network upgrades or to be used in connection with the Windstream Leases. Interest on these loans will accrue at 8% from the date of the borrowing. All equipment financed through the Equipment Loan Agreement is the sole property of Windstream; however, Uniti will receive a first-lien security interest in the equipment purchased with the loans. No such loans have been made as of March 31, 2025.

Note 12. Accumulated Other Comprehensive Loss

Changes in accumulated other comprehensive loss by component is as follows for the three months ended March 31, 2025 and 2024:

	Three Months Ended March 31,	
(Thousands)	2025	2024
Cash flow hedge:		
Balance at beginning of period attributable to shareholders	$ (634)	$ —
Change in fair value of derivative asset	(68)	(355)
Amounts reclassified from accumulated other comprehensive income	187	188
Balance at end of period	(515)	(167)
Less: Other comprehensive income attributable to noncontrolling interest	0	0
Balance at end of period attributable to shareholders	(515)	(167)
Accumulated other comprehensive loss at end of period	$ (515)	$ (167)

Note 13. Capital Stock

The limited partnership interests in our operating partnership (commonly called "OP Units"), are exchangeable on a one-for-one basis for shares of our common stock or, at our election, cash of equivalent value. During the three months ended March 31, 2025, the Company exchanged 14,722 OP Units held by third parties for cash consideration of $0.1 million, representing 100% of the OP Units held by third parties with a carrying value of $0.3 million as of the exchange date.

Note 14. Supplementary Unrestricted Subsidiary Information

During 2024, we formed the ABS Parent and the ABS Bridge Loan Parties, each an indirect, bankruptcy-remote subsidiary of the Company, and we designated ABS Parent and the ABS Bridge Loan Parties as unrestricted subsidiaries under the Credit Agreement and the applicable indentures governing the Company's outstanding senior notes. During 2025, we formed the ABS Notes Obligors (other than Uniti Fiber GulfCo LLC, which was formed in 2024), each a subsidiary of ABS Parent and an indirect, bankruptcy-remote subsidiary of the Company. Each ABS Notes Obligor is an unrestricted subsidiary under the Credit Agreement and the applicable indentures governing the Company's senior notes. See Note 8.

Below are the Consolidated Balance Sheets as of March 31, 2025 and 2024, and the Consolidated Statements of Income for the three months ended March 31, 2025 and 2024, respectively, of such unrestricted subsidiaries (in thousands):

(Thousands)	As of March 31, 2025 Unrestricted Subsidiaries	Restricted Subsidiaries	Eliminations	Consolidated
Assets:				
Property, plant and equipment, net	$ 445,061	$ 3,837,298	$ —	$ 4,282,359
Cash and cash equivalents	1,287	90,669	—	91,956
Restricted cash and cash equivalents	38,214	105	—	38,319
Accounts receivable, net	14,996	48,008	(19,243)	43,761
Goodwill	—	157,380	—	157,380
Intangible assets, net	—	267,988	—	267,988
Straight-line revenue receivable	1,800	110,629	—	112,429
Operating lease right-of-use assets, net	—	126,410	—	126,410
Other assets, net	21,251	(76,911)	94,521	38,861
Deferred income tax assets, net	—	132,951	—	132,951
Total Assets	$ 522,609	$ 4,694,527	$ 75,278	$ 5,292,414
Liabilities and Shareholders' Deficit				
Liabilities:				
Accounts payable, accrued expenses and other liabilities, net	$ 12,251	$ 86,670	$ (19,243)	$ 79,678
Settlement payable	—	48,142	—	48,142
Intangible liabilities, net	—	143,030	—	143,030
Accrued interest payable	6,124	50,898	—	57,022
Deferred revenue	57,272	1,287,734	(10,536)	1,334,470
Dividends payable	—	277	—	277
Operating lease liabilities	—	80,399	—	80,399
Finance lease obligations	—	16,446	—	16,446
Notes and other debt, net	576,866	5,414,789	(21,251)	5,970,404
Total liabilities	652,513	7,128,385	(51,030)	7,729,868
Shareholders' Deficit:				
Total shareholders' deficit	(129,904)	(2,433,858)	126,308	(2,437,454)
Total Liabilities and Shareholders' Deficit	$ 522,609	$ 4,694,527	$ 75,278	$ 5,292,414

(Thousands)	As of December 31, 2024 Unrestricted Subsidiaries	Restricted Subsidiaries	Eliminations	Consolidated
Assets:				
Property, plant and equipment, net	$ 446,498	$ 3,763,249	$ —	$ 4,209,747
Cash and cash equivalents	1,743	153,850	—	155,593
Restricted cash and cash equivalents	28,149	105	—	28,254
Accounts receivable, net	9,032	46,309	(3,923)	51,418
Goodwill	—	157,380	—	157,380
Intangible assets, net	—	275,414	—	275,414
Straight-line revenue receivable	798	108,072	—	108,870
Operating lease right-of-use assets, net	—	126,791	—	126,791
Other assets, net	77	211,031	(170,475)	40,633
Deferred income tax assets, net	—	128,045	—	128,045
Total Assets	$ 486,297	$ 4,970,246	$ (174,398)	$ 5,282,145
Liabilities and Shareholders' Deficit				
Liabilities:				
Accounts payable, accrued expenses and other liabilities, net	$ 3,386	$ 90,225	$ (3,923)	$ 89,688
Settlement payable	—	71,785	—	71,785
Intangible liabilities, net	—	145,703	—	145,703
Accrued interest payable	921	142,980	—	143,901
Deferred revenue	43,521	1,357,431	—	1,400,952
Dividends payable	—	665	—	665
Operating lease liabilities	—	80,504	—	80,504
Finance lease obligations	—	17,190	—	17,190
Notes and other debt, net	271,329	5,512,268	—	5,783,597
Total liabilities	319,157	7,418,751	(3,923)	7,733,985
Shareholders' Deficit:				
Total shareholders' deficit	167,140	(2,448,505)	(170,475)	(2,451,840)
Total Liabilities and Shareholders' Deficit	$ 486,297	$ 4,970,246	$ (174,398)	$ 5,282,145

(Thousands)	Three Months Ended March 31, 2025 Unrestricted Subsidiaries	Restricted Subsidiaries	Eliminations	Consolidated
Total Revenues	$ 32,025	$ 273,349	$ (11,465)	$ 293,909
Costs and Expenses:				
Interest expense, net	12,296	125,691	—	137,987
Depreciation and amortization	5,790	73,893	—	79,683
General and administrative expense	5,010	25,285	(1,986)	28,309
Operating expense (exclusive of depreciation, accretion and amortization)	9,308	32,552	(9,479)	32,381
Transaction related and other costs	—	7,847	—	7,847
Total costs and expenses	32,404	265,268	(11,465)	286,207
Income (loss) before income taxes and equity in earnings from unconsolidated entities	(379)	8,081	—	7,702
Income tax benefit	—	(4,518)	—	(4,518)
Net income (loss)	$ (379)	$ 12,599	$ —	$ 12,220

(Thousands)	Three Months Ended March 31, 2024 Unrestricted Subsidiaries	Restricted Subsidiaries	Eliminations	Consolidated
Total Revenues	$ 5,581	$ 280,837	$ —	$ 286,418
Costs and Expenses:				
Interest expense, net	2,295	120,916	—	123,211
Depreciation and amortization	—	77,485	—	77,485
General and administrative expense	72	28,061	—	28,133
Operating expense (exclusive of depreciation, accretion and amortization)	—	35,198	—	35,198
Transaction related and other costs	—	5,687	—	5,687
Gain on sale of real estate	—	(18,999)	—	(18,999)
Other (income) expense, net	—	(282)	—	(282)
Total costs and expenses	2,367	248,066	—	250,433
Income (loss) before income taxes and equity in earnings from unconsolidated entities	3,214	32,771	—	35,985
Income tax benefit	—	(5,363)	—	(5,363)
Net income (loss)	$ 3,214	$ 38,134	$ —	$ 41,348

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following management's discussion and analysis of financial condition and results of operations describes the principal factors affecting the results of our operations, financial condition, and changes in financial condition for the three months ended March 31, 2025. This discussion should be read in conjunction with the accompanying Condensed Consolidated Financial Statements, and the notes thereto set forth in Part I, Item 1 "Financial Statements" of this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K filed with the SEC on February 21, 2025, as amended by Amendment No. 1 thereto filed on Form 10-K/A with the SEC on March 7, 2025 (the "Annual Report").

Overview

Company Description

Uniti Group Inc. (the "Company", "Uniti", "we", "us" or "our") is an independent, internally managed REIT engaged in the acquisition, construction and leasing of mission critical infrastructure in the communications industry. We are principally focused on acquiring and constructing fiber optic, copper and coaxial broadband networks and data centers.

On April 24, 2015, we were separated and spun-off (the "Spin-Off") from Windstream Holdings, Inc. (together with Windstream Holdings II, LLC, its successor in interest, and its subsidiaries, "Windstream") pursuant to which Windstream contributed certain telecommunications network assets, including fiber and copper networks and other real estate (the "Distribution Systems") and a small consumer competitive local exchange carrier ("CLEC") business (the "Consumer CLEC Business") to Uniti and Uniti issued common stock and indebtedness and paid cash obtained from borrowings under Uniti's senior credit facilities to Windstream. In connection with the Spin-Off, we entered into a long-term exclusive triple-net lease (the "Master Lease") with Windstream, pursuant to which a substantial portion of our real property is leased to Windstream and from which a substantial portion of our leasing revenues are currently derived. In connection with Windstream's emergence from bankruptcy, Uniti and Windstream bifurcated the Master Lease and entered into two structurally similar master leases (collectively, the "Windstream Leases"), which amended and restated the Master Lease in its entirety. The Windstream Leases consist of (a) a master lease (the "ILEC MLA") that governs Uniti owned assets used for Windstream's incumbent local exchange carrier ("ILEC") operations and (b) a master lease (the "CLEC MLA") that governs Uniti owned assets used for Windstream's CLEC operations.

Uniti currently operates as a REIT for U.S. federal income tax purposes. As a REIT, the Company is generally not subject to U.S. federal income taxes on income generated by its REIT operations, which includes income derived from the Windstream Leases. We have elected to treat the subsidiaries through which we operate our fiber business, Uniti Fiber, and certain aspects of our leasing business, Uniti Leasing, as taxable REIT subsidiaries ("TRSs"). TRSs enable us to engage in activities that result in income that does not constitute qualifying income for a REIT. Our TRSs are subject to U.S. federal, state and local corporate income taxes.

The Company operates through a customary "up-REIT" structure, pursuant to which we hold substantially all of our assets through a partnership, Uniti Group LP, a Delaware limited partnership (the “Operating Partnership”), that we control as general partner. The up-REIT structure is intended to facilitate future acquisition opportunities by providing the Company with the ability to use common units of the Operating Partnership as a tax-efficient acquisition currency. As of March 31, 2025, we are the sole general partner of the Operating Partnership and own 100.00% of the partnership interests in the Operating Partnership. In addition, we have undertaken a series of transactions to permit us to hold certain assets through subsidiaries that are taxed as REITs, which may also facilitate future acquisition opportunities.

If the Merger (as defined herein) is completed, we expect to cease to qualify as a REIT and New Uniti (as defined herein) would not qualify as a REIT.

Segments

We manage our operations as two reportable business segments, in addition to our corporate operations, which include:

Uniti Leasing: Represents the operations of our leasing business, which is engaged in the acquisition and construction of mission-critical communications assets and leasing them to anchor customers on either an exclusive or shared-tenant basis, in addition to the leasing of dark fiber on our existing dark fiber network assets that we either constructed or acquired. While the Leasing segment represents our REIT operations, certain aspects of the Leasing segment are also operated through TRSs.

Uniti Fiber: Represents the operations of our fiber business which is a leading provider of infrastructure solutions, including cell site backhaul and dark fiber, to the telecommunications industry.

Corporate: Represents our corporate office and shared service functions. Certain costs and expenses, primarily related to headcount, information technology systems, insurance, professional fees and similar charges, that are directly attributable to operations of our business segments are allocated to the respective segments.

We evaluate the performance of each segment based on Adjusted EBITDA, which is a segment performance measure we define as net income determined in accordance with GAAP, before interest expense, provision for income taxes, depreciation and amortization, stock-based compensation expense and the impact, which may be recurring in nature, of transaction and integration related costs, costs associated with Windstream’s bankruptcy, costs associated with litigation claims made against us, costs associated with the implementation of our enterprise resource planning system, goodwill impairment charges, severance costs, costs related to the settlement with Windstream, amortization of non-cash rights-of-use assets, the write off of unamortized deferred financing costs, costs incurred as a result of the early repayment of debt, including early tender and redemption premiums and costs associated with the termination of related hedging activities, gains or losses on dispositions, changes in the fair value of contingent consideration and financial instruments, and other similar or infrequent items (although we may not have had such charges in the periods presented). Adjusted EBITDA includes adjustments to reflect the Company’s share of Adjusted EBITDA from unconsolidated entities. For more information on Adjusted EBITDA, see “Non-GAAP Financial Measures.” Detailed information about our segments can be found in Note 10 to our accompanying Condensed Consolidated Financial Statements contained in Part I, Item 1 "Financial Statements" of this Quarterly Report on Form 10-Q.

Significant Business Developments

Our Proposed Merger with Windstream

On May 3, 2024, Uniti entered into an Agreement and Plan of Merger, by and between Uniti and 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 and/or restated from time to time, the “Merger Agreement”). Upon the terms and subject to the conditions set forth in the Merger Agreement and following a pre-closing reorganization of Windstream, an affiliate of Windstream identified as “Merger Sub” in the Merger Agreement will merge with and into Uniti (the “Merger”), with Uniti surviving the Merger, with the result that both of Uniti and Windstream’s successor by merger will be indirect wholly owned subsidiaries of Windstream Parent, Inc., a Delaware corporation that is currently an indirect wholly owned subsidiary of Windstream (“New Uniti”). In connection with the Merger, Windstream Parent, Inc. will be renamed Uniti Group Inc. Following the Merger, the common stock of New Uniti ("New Uniti Common Stock") is expected to be listed on the Nasdaq Global Market under the proposed symbol “UNIT.” Our Merger with Windstream is subject to customary closing conditions, including, among others, approval by our stockholders, which was obtained April 2, 2025, and receipt of required regulatory approvals.

The Merger intends to reunite Windstream's business with the underlying fiber infrastructure owned by the Company to create a premier digital infrastructure company with a strong platform for value creation. Upon consummation of the Merger, the board of directors of New Uniti will initially comprise nine members, including five directors to be appointed by Uniti. It is expected that Uniti's existing officers will serve as initial officers of New Uniti.

At the effective time of the Merger, each share of Uniti's common stock that is issued and outstanding will automatically be cancelled and retired and converted into the right to a number of shares of New Uniti Common Stock pursuant to an exchange ratio set forth in the Merger Agreement such that the Company's and Windstream's stockholders are expected to hold approximately 62% and 38%, respectively, of the combined company before giving effect to the conversion of any outstanding convertible securities or the issuance of warrants to purchase New Uniti Common Stock referenced below.

In addition, at the closing of the Merger, we will fund an aggregate cash payment of $425 million (less certain transaction expenses) that will be distributed to Windstream equityholders on a pro-rata basis (the "Merger Cash Consideration"). Windstream equityholders will also be entitled to pro rata distributions of (i) new shares of non-voting preferred stock of New Uniti with a dividend rate of 11% per year for the first six years, subject to an additional 0.5% per year during each of the seventh and eighth year after the initial issuance and further increased by an additional 1% per year during each subsequent year, subject to a cap of 16% per year and with an aggregate liquidation preference of $575 million, and (ii) warrants to purchase New Uniti Common Stock, with an exercise price of $0.01 per share, subject to customary adjustments, representing in the aggregate approximately 6.9% of the pro forma share total of New Uniti. We intend to fund the Merger Cash Consideration with cash on hand and borrowings under the Revolving Credit Facility (as defined herein).

Our Merger with Windstream is subject to customary closing conditions, including, among others, approval by our stockholders and receipt of required regulatory approvals, including the expiration or early termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the receipt of approvals from the Federal Communications Commission and certain state public utility commissions. We currently expect our Merger with Windstream to close in the second half of 2025.

Upon consummation of the Merger, New Uniti will become an integrated telecommunications company. Initially, the legacy Uniti and Windstream organizational structures will remain separate, and the existing agreements and arrangements presently in effect between Uniti and Windstream, such as the Windstream Leases and the settlement agreement with Windstream, which requires Uniti to fund periodic settlement payments and reimburse Windstream for certain Growth Capital Improvements, will remain in place. All Windstream debt obligations would remain obligations of Windstream and our debt obligations would remain as ours, with no cross-guarantees or credit support between the Company and Windstream. For a description of the Windstream Leases and the settlement agreement with Windstream, refer to "Liquidity and Capital Resources—Windstream Leases" within Part I, Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Quarterly Report on Form 10-Q. In September and October 2024, Windstream undertook a series of transactions through which it amended the terms of its outstanding debt to, among other things, allow for the consolidation of Uniti's and Windstream's debt following the completion of the Merger into a single silo under a common parent entity (the "Post-Closing Reorganization"). In April of 2025, we amended our Credit Agreement (as defined herein) to modify its lien covenant to facilitate the Post-Closing Reorganization. As a result, following the completion of the Merger, Uniti may, but is not required to, consummate the Post-Closing Reorganization. If the Post-Closing Reorganization is completed, certain existing agreements and arrangements presently in effect between Uniti and Windstream, including the Windstream Leases and the settlement agreement described above, could be (but are not required to be) terminated. In addition, if the Post-Closing Reorganization is completed, each obligor under Uniti's outstanding debt (other than the ABS Notes, as defined herein) would become an obligor under Windstream's outstanding debt, and each obligor under Windstream's outstanding debt would become an obligor under Uniti's outstanding debt (other than the ABS Notes, as defined herein).

In addition, we have agreed to suspend dividend payments or other distributions until the consummation of the Merger, except for the dividend paid on June 28, 2024 and those dividends reasonably required for us or our subsidiaries to maintain our status as a REIT or to avoid the payment or imposition of income or excise tax, among other customary exceptions. Finally, it is expected that, following consummation of the Merger, Uniti will cease to be a REIT and New Uniti would not qualify as a REIT.

Asset-Backed Notes & Bridge Loan Facility

On February 23, 2024, Uniti Fiber Bridge Borrower LLC (the "ABS Bridge Borrower"), Uniti Fiber Bridge HoldCo LLC and Uniti Fiber GulfCo LLC (together, the "ABS Bridge Loan Parties"), each an indirect, bankruptcy-remote subsidiary of the Company, entered into a bridge loan and security agreement, dated as of February 23, 2024 (the "ABS Loan Agreement").

The ABS Loan Agreement provided for a secured, multi-draw term loan facility of up to $350.0 million (the “ABS Loan Facility”). As of December 31, 2024, an aggregate of $275.0 million principal amount of loans under the ABS Loan Facility had been drawn.

The ABS Loan Facility was secured by equity in the ABS Bridge Borrower and substantially all of the assets of the ABS Bridge Loan Parties (subject to certain customary limited exceptions) and was non-recourse to the Company. Each of the ABS Bridge Loan Parties and Uniti Fiber ABS Parent LLC ("ABS Parent") was designated as an unrestricted subsidiary under the Credit Agreement and the applicable indentures governing the Company’s outstanding senior notes.

On February 3, 2025, Uniti Fiber ABS Issuer LLC and Uniti Fiber TRS Issuer LLC (collectively, the “ABS Notes Issuers”), each an indirect, bankruptcy-remote subsidiary of the Company, issued $589.0 million aggregate principal amount of secured fiber network revenue term notes, consisting of $426.0 million 5.88% Series 2025-1, Class A-2 term notes, $65.0 million 6.37% Series 2025-1, Class B term notes and $98.0 million 9.02% Series 2025-1, Class C term notes (collectively, the “ABS Notes”), each with an anticipated repayment date in April 2030. The ABS Notes were issued as part of a securitization transaction, pursuant to which certain of the Company’s fiber network assets and related customer contracts in the State of Florida and the Gulf Coast region of Louisiana, Mississippi and Alabama, including the assets of the ABS Bridge Loan Parties that secured the ABS Loan Facility, were contributed to the ABS Notes Issuers, Uniti Fiber GulfCo LLC and Uniti Fiber TRS AssetCo LLC (collectively, the “ABS Notes Obligors”). The cash flow from these contributed assets will be used to service the obligations under the ABS Notes.

The ABS Notes were issued pursuant to an indenture, dated as of February 3, 2025 (the “ABS Notes Base Indenture”), as supplemented by a Series 2025-1 Supplement thereto, dated as of February 3, 2025 (the “Series 2025-1 Supplement), in each case by and among the ABS Notes Obligors and Wilmington Trust, National Association, as indenture trustee.

The ABS Notes are secured by a security interest in substantially all of the assets (subject to customary limited exceptions) of the ABS Notes Obligors and are guaranteed by each ABS Notes Issuer’s respective parent entity (each an “ABS Guarantor” and, together with the ABS Notes Obligors, the “ABS Notes Parties”). The guarantee of each ABS Guarantor is secured by a security interest in the equity interests of the applicable ABS Notes Issuer. Neither the Company nor any subsidiary of the Company, other than the ABS Notes Parties, will guarantee or in any way be liable for the obligations under the ABS Notes. Each ABS Notes Party is a special purpose, bankruptcy remote subsidiary of the Company and is an unrestricted subsidiary under the Credit Agreement and the applicable indentures governing the Company’s outstanding senior notes.

The ABS Notes are subject to a series of customary covenants and restrictions. These covenants and restrictions include (i) that the ABS Notes Issuers maintain a liquidity reserve account to be used to make required payments in respect of the ABS Notes, (ii) provisions relating to optional and mandatory prepayments, including specified make-whole payments in the case of certain optional prepayments of the ABS Notes prior to the quarterly payment date in April 2030, and (iii) covenants relating to recordkeeping, access to information and similar matters. As provided in the ABS Notes Base Indenture, the ABS Notes are also subject to rapid amortization in the event of a failure to maintain a stated debt service coverage ratio. A rapid amortization may be cured if the debt service coverage ratio exceeds a certain threshold for a certain period of time, upon which cure, regular amortization, if any, will resume. The ABS Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal or other amounts due on or with respect to the ABS Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective and certain judgments.

On February 3, 2025, Uniti used a portion of the net proceeds from the offering of the ABS Notes to repay and terminate the ABS Loan Facility and issued a notice of redemption to redeem $125.0 million aggregate principal amount of our 10.50% senior secured notes due 2028 (the “February 2028 Secured Notes”). Uniti redeemed the February 2028 Secured Notes called for redemption on February 14, 2025, at a redemption price of 103% of the redeemed principal amount plus accrued interest to, but excluding, the redemption date.

During the three months ended March 31, 2025, we recognized a $3.2 million loss on the extinguishment of the ABS Loan Facility and a $5.3 million loss on the partial extinguishment of the February 2028 Secured Notes within interest expense, net on the Condensed Consolidated Statements of Income, which included $4.8 million of non-cash interest expense for the write off of the unamortized premium and deferred financing costs and $3.7 million of cash interest expense for the redemption premium.

Results of Operations

Comparison of the three months ended March 31, 2025 and 2024

The following table sets forth our results of operations expressed as dollars and as a percentage of total revenues for the periods indicated:

	Three Months Ended March 31,			
	2025		2024	
(Thousands)	Amount	% of Revenues	Amount	% of Revenues
Revenues:				
Revenue from rentals				
Uniti Leasing	$ 220,913	75.1 %	$ 215,992	75.4 %
Uniti Fiber	16,110	5.5 %	12,163	4.3 %
Total revenue from rentals	237,023	80.6 %	228,155	79.7 %
Service revenues				
Uniti Leasing	1,455	0.5 %	1,629	0.6 %
Uniti Fiber	55,431	18.9 %	56,634	19.7 %
Total service revenues	56,886	19.4 %	58,263	20.3 %
Total revenues	293,909	100.0 %	286,418	100.0 %
Costs and Expenses:				
Interest expense, net	137,987	46.9 %	123,211	43.0 %
Depreciation and amortization	79,683	27.1 %	77,485	27.1 %
General and administrative expense	28,309	9.6 %	28,133	9.8 %
Operating expense (exclusive of depreciation and amortization)	32,381	11.0 %	35,198	12.3 %
Transaction related and other costs	7,847	2.7 %	5,687	2.0 %
Gain on sale of real estate	—	— %	(18,999)	(6.6) %
Other expense, net	—	— %	(282)	(0.1) %
Total costs and expenses	286,207	97.3 %	250,433	87.5 %
Income before income taxes and equity in earnings from unconsolidated entities	7,702	2.7 %	35,985	12.5 %
Income tax benefit	(4,518)	(1.5 %)	(5,363)	(1.9 %)
Net income	12,220	4.2 %	41,348	14.4 %
Net income attributable to noncontrolling interests	—	— %	19	0.0 %
Net income attributable to shareholders	12,220	4.2 %	41,329	14.4 %
Participating securities' share in earnings	(335)	(0.1) %	(436)	(0.1 %)
Dividends declared on convertible preferred stock	(5)	0.0 %	(5)	0.0 %
Net income attributable to common shareholders	$ 11,880	4.1 %	$ 40,888	14.3 %

The following tables set forth revenues, Adjusted EBITDA and net income of our reportable segments for the three months ended March 31, 2025 and 2024:

	Three Months Ended March 31, 2025			
(Thousands)	Uniti Leasing	Uniti Fiber	Corporate	Subtotal of Reportable Segments
Revenues	$ 222,368	$ 71,541	$ —	$ 293,909
Adjusted EBITDA	$ 215,126	$ 28,756	$ (6,052)	$ 237,830
Less:				
Interest expense				137,987
Depreciation and amortization	46,851	32,816	16	79,683
Transaction related and other costs				7,847
Other, net				850
Stock-based compensation				3,761
Income tax benefit				(4,518)
Net income				$ 12,220

	Three Months Ended March 31, 2024			
(Thousands)	Uniti Leasing	Uniti Fiber	Corporate	Subtotal of Reportable Segments
Revenues	$ 217,621	$ 68,797	$ —	$ 286,418
Adjusted EBITDA	$ 210,677	$ 23,838	$ (5,887)	$ 228,628
Less:				
Interest expense				123,211
Depreciation and amortization	44,980	32,492	13	77,485
Transaction related and other costs				5,687
Gain on sale of real estate				(18,999)
Other, net				1,911
Stock-based compensation				3,348
Income tax benefit				(5,363)
Net Income				$ 41,348

Summary of Operating Metrics

	Operating Metrics As of March 31,		
	2025	2024	% Increase / (Decrease)
Operating metrics:			
Uniti Leasing:			
Fiber strand miles	5,770,000	5,510,000	4.7%
Copper strand miles	231,000	231,000	—%
Uniti Fiber:			
Fiber strand miles	3,050,000	2,980,000	2.3%
Customer connections	30,017	28,896	3.9%

Revenues

	Three Months Ended March 31,			
	2025		2024	
(Thousands)	Amount	% of Consolidated Revenues	Amount	% of Consolidated Revenues
Revenues:				
Uniti Leasing	$ 222,368	75.7 %	$ 217,621	76.0 %
Uniti Fiber	71,541	24.3 %	68,797	24.0 %
Total revenues	$ 293,909	100.0 %	$ 286,418	100.0 %

<u>*Uniti Leasing*</u> – Uniti Leasing revenues are primarily attributable to rental revenue from leasing our Distribution Systems to Windstream pursuant to the Windstream Leases. Under the Windstream Leases, Windstream is responsible for the costs related to operating the Distribution Systems, including property taxes, insurance, and maintenance and repair costs. As a result, we do not record an obligation related to the payment of property taxes, as Windstream makes direct payments to the taxing authorities. The initial term of the Windstream Leases expires on April 30, 2030. Annual rent under the Windstream Leases for the full year 2025 is $679.0 million and is subject to annual escalation at a rate of 0.5%. For a description of the Windstream Leases, see “Liquidity and Capital Resources— Windstream Leases” below.

The rent for the first year of each renewal term under the Windstream Leases will be an amount agreed to by us and Windstream. While the agreements require that the renewal rent be "Fair Market Rent," if we are unable to agree, the renewal Fair Market Rent will be determined by an independent appraisal process. Commencing with the second year of each renewal term, the renewal rent will increase at an escalation rate of 0.5%.

Pursuant to the Windstream Leases, Windstream (or any successor tenant under a Windstream Lease) has the right to cause Uniti to reimburse up to an aggregate $1.75 billion for certain growth capital improvements in long-term value accretive fiber and related assets made by Windstream (or the applicable tenant under the Windstream Lease) to certain ILEC and CLEC properties (the “Growth Capital Improvements” or “GCIs”). Uniti’s total annual reimbursement commitments to Windstream for the Growth Capital Improvements is discussed below in “Liquidity and Capital Resources—Windstream Leases.”

Starting on the first anniversary of each installment of reimbursement for a Growth Capital Improvement, the rent payable by Windstream under the applicable Windstream Lease will increase by an amount equal to 8.0% (the “Rent Rate”) of such installment of reimbursement. The Rent Rate will thereafter increase to 100.5% of the prior Rent Rate on each anniversary of each reimbursement. In the event that the tenant’s interest in either Windstream Lease is transferred by Windstream under the terms thereof (unless transferred to the same transferee), or if Uniti transfers its interests as landlord under either Windstream Lease (unless to the same transferee), the reimbursement rights and obligations will be allocated between the ILEC MLA and the CLEC MLA by Windstream, provided that the maximum that may be allocated to the CLEC MLA following such transfer is $20.0 million per year. If Uniti fails to reimburse any Growth Capital Improvement payment or equipment loan funding request as and when it is required to do so under the terms of the Windstream Leases, and such failure continues for thirty (30) days, then such unreimbursed amounts may be applied as an offset against the rent owed by Windstream under the Windstream Leases (and such amounts will thereafter be treated as if Uniti had reimbursed them).

The Windstream Leases provide that tenant funded capital improvements (“TCIs”), defined as maintenance, repair, overbuild, upgrade or replacement to the Distribution Systems, including without limitation, the replacement of copper distribution systems with fiber distribution systems, automatically become property of Uniti upon their construction by Windstream. We receive non-monetary consideration related to TCIs as they automatically become our property, and we recognize the cost basis of TCIs that are capital in nature as property, plant, and equipment and deferred revenue. We depreciate the property, plant, and equipment over their estimated useful lives and amortize the deferred revenue as additional leasing revenues over the same depreciable life of the TCI assets. TCIs exclude Growth Capital Improvements as and when reimbursed by Uniti.

(Thousands)	2025 Amount	2025 % of Segment Revenues	2024 Amount	2024 % of Segment Revenues
	Three Months Ended March 31,			
Uniti Leasing revenues:				
Windstream Leases:				
Cash revenue				
Cash rent	$ 169,179	76.1 %	$ 168,338	77.4 %
GCI revenue	17,232	7.7 %	11,308	5.2 %
Total cash revenue	186,411	83.8 %	179,646	82.6 %
Non-cash revenue				
TCI revenue	11,468	5.2 %	12,244	5.6 %
GCI revenue	2,538	1.1 %	3,777	1.8 %
Other straight-line revenue	556	0.3 %	1,400	0.6 %
Total non-cash revenue	14,562	6.6 %	17,421	8.0 %
Total Windstream revenue	200,973	90.4 %	197,067	90.6 %
Other services	21,395	9.6 %	20,554	9.4 %
Total Uniti Leasing revenues	$ 222,368	100.0 %	$ 217,621	100.0 %

The decrease in TCI revenue is attributable to the reclassification of $175.0 million of TCI's invested by Windstream in the second half of 2024 into Growth Capital Improvements funded by Uniti in the first quarter of 2025, partially offset by $110.2 million of TCIs invested by Windstream during the quarter ended March 31, 2025. The total amount invested in TCIs by Windstream since the inception of the Windstream Leases (including the Master Lease) was $1.3 billion as of March 31, 2025 and $1.2 billion as of March 31, 2024.

The increase in GCI revenue is attributable to Uniti's continued reimbursement of Growth Capital Improvements. During the three months ended March 31, 2025, Uniti reimbursed $175.0 million of Growth Capital Improvements. As of the date of this Quarterly Report on Form 10-Q, we have reimbursed a total of $1.2 billion of Growth Capital Improvements.

We recognized $21.4 million and $20.6 million of revenues from other services including non-Windstream triple-net leasing and dark fiber indefeasible rights of use arrangements for the three months ended March 31, 2025 and 2024, respectively. The increase is primarily driven by revenues from new customer arrangements.

Because a substantial portion of our revenue and cash flows are derived from lease payments by Windstream pursuant to the Windstream Leases, there could be a material adverse impact on our consolidated results of operations, liquidity, financial condition and/or ability to maintain our status as a REIT and service debt if Windstream were to become unable to generate sufficient cash to make payments to us.

We monitor the credit quality of Windstream through numerous methods, including by (i) reviewing credit ratings of Windstream by nationally recognized credit agencies, (ii) reviewing the financial statements of Windstream that are required to be delivered to us pursuant to the Windstream Leases, (iii) monitoring new reports regarding Windstream and its business, (iv) conducting research to ascertain industry trends potentially affecting Windstream, (v) monitoring Windstream's compliance with the terms of the Windstream Leases and (vi) monitoring the timeliness of its payments under the Windstream Leases.

As of the date of this Quarterly Report on Form 10-Q, Windstream is current on all lease payments. Moody's Investor Service's current corporate family rating for Windstream is B3 with a stable outlook. S&P Global Ratings' current issuer rating for Windstream is B- with a stable outlook. In addition, in order to assist us in our continuing assessment of Windstream's creditworthiness, we periodically receive certain confidential financial information and metrics from Windstream.

Uniti Fiber – Uniti Fiber revenues for the three months ended March 31, 2025 and 2024 consisted of the following:

(Thousands)	Three Months Ended March 31, 2025 Amount	2025 % of Segment Revenues	2024 Amount	2024 % of Segment Revenues
Uniti Fiber revenues:				
Lit backhaul services	$ 17,745	24.8 %	$ 17,722	25.7 %
Enterprise and wholesale	28,117	39.3 %	26,893	39.1 %
E-Rate and government	9,606	13.4 %	11,144	16.2 %
Dark fiber and small cells	16,110	22.5 %	12,163	17.7 %
Other services	(37)	0.0 %	875	1.3 %
Total Uniti Fiber revenues	$ 71,541	100.00 %	$ 68,797	100.0 %

For the three months ended March 31, 2025, Uniti Fiber revenues totaled $71.5 million as compared to $68.8 million for the three months ended March 31, 2024. Uniti Fiber revenues increased $2.7 million, primarily attributable to a $3.9 million increase in dark fiber and small cells, driven primarily by one-time revenues, and a $1.2 million increase in enterprise and wholesale, driven primarily by increased customer connections and internet services, partially offset by a $1.5 million decrease in E-rate and government, driven primarily by one-time sales and installations.

Interest Expense, net

(Thousands)	Three Months Ended March 31, 2025	2024	Increase / (Decrease)
Interest expense, net:			
Cash:			
Senior secured notes	$ 84,967	$ 75,019	$ 9,948
Senior unsecured notes	34,284	35,514	(1,230)
Senior secured revolving credit facility - variable rate	802	4,171	(3,369)
ABS Notes & Loan Facility	8,205	1,891	6,314
Other	(1,000)	(21)	(979)
Total cash interest	127,258	116,574	10,684
Non-cash:			
Amortization of deferred financing costs and debt premium/discount	5,522	5,035	487
Write off of deferred financing costs and debt premium/discount	4,765	—	4,765
Accretion of settlement payable	862	1,965	(1,103)
Interest rate cap	187	—	187
Capitalized interest	(607)	(363)	(244)
Total non-cash interest	10,729	6,637	4,092
Total interest expense, net	$ 137,987	$ 123,211	$ 14,776

Interest expense for the three months ended March 31, 2025 increased $14.8 million compared to the three months ended March 31, 2024. The increase in cash interest of $10.7 million is primarily attributable to increases in cash interest of $6.2 million related to the 10.5% Senior Secured Notes due February 15, 2028 (the "February 2028 Secured Notes") issued on May 17, 2024 and $6.3 million related to the March 1, 2024 draw on the ABS Loan Facility and the February 3, 2025 issuance of the ABS Notes, as well as $3.7 million related to the call premium on the partial redemption of the February 2028 Secured Notes on February 14, 2025, partially offset by decreases in cash interest of $3.4 million related to our Revolving Credit Facility and $1.2 million related to the termination of the Exchangeable Notes on June 15, 2024. The increase in non-cash interest of $4.1 million is primarily attributable to the write-off of deferred financing costs and debt premium in connection with the termination of the ABS Loan Facility of $3.2 million and the partial redemption of the February 2028 Secured Notes of $1.6 million.

Depreciation and Amortization Expense

(Thousands)	Three Months Ended March 31, 2025	2024	Increase / (Decrease)
Depreciation and amortization expense by segment:			
Depreciation expense			
Uniti Leasing	$ 45,122	$ 43,250	$ 1,872
Uniti Fiber	27,120	26,796	324
Corporate	16	13	3
Total depreciation expense	72,258	70,059	2,199
Amortization expense			
Uniti Leasing	1,729	1,729	—
Uniti Fiber	5,696	5,697	(1)
Total amortization expense	7,425	7,426	(1)
Total depreciation and amortization expense	$ 79,683	$ 77,485	$ 2,198

Uniti Leasing – Uniti Leasing depreciation expense increased $1.9 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily attributable to asset additions since March 31, 2024.

Uniti Fiber – Uniti Fiber depreciation expense increased $0.3 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily attributable to asset additions since March 31, 2024.

General and Administrative Expense

General and administrative expenses include compensation costs, including stock-based compensation awards, professional and legal services, corporate office costs and other costs associated with administrative activities of our segments.

	Three Months Ended March 31,			
	2025		2024	
(Thousands)	Amount	% of Consolidated Revenues	Amount	% of Consolidated Revenues
General and administrative expense by segment:				
Uniti Leasing	$ 3,326	1.1 %	$ 3,082	1.1 %
Uniti Fiber	16,921	5.8 %	16,724	5.8 %
Corporate	8,062	2.7 %	8,327	2.9 %
Total general and administrative expenses	$ 28,309	9.6 %	$ 28,133	9.8 %

Uniti Leasing – Uniti Leasing general and administrative expense increased $0.2 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily attributable to an increase in personnel expenses.

Uniti Fiber – Uniti Fiber general and administrative expense increased $0.2 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily attributable to an increase in personnel expenses.

Corporate – Corporate general and administrative expense decreased $0.3 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily attributable to a decrease in personnel expenses of $0.5 million, partially offset by an increase in professional fees of $0.3 million.

Operating Expense

Operating expenses consist of network related costs, such as dark fiber and tower rents, lit service and maintenance expense and costs associated with our construction activities.

	Three Months Ended March 31,			
	2025		2024	
(Thousands)	Amount	% of Consolidated Revenues	Amount	% of Consolidated Revenues
Operating expense by segment:				
Uniti Leasing	$ 5,248	1.8 %	$ 5,781	2.0 %
Uniti Fiber	27,133	9.2 %	29,417	10.2 %
Total operating expenses	$ 32,381	11.0 %	$ 35,198	12.2 %

Uniti Leasing – Uniti Leasing operating expense decreased $0.5 million for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024, primarily attributable to a decrease in personnel expenses of $0.2 million, network repairs and maintenance expense of $0.1 million, and leased asset cost of $0.1 million.

Uniti Fiber — Uniti Fiber operating expense decreased $2.3 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily attributable to a decrease in non-recurring equipment and installation expenses of $1.7 million, a decrease in off-net expenses of $0.6 million, and a decrease in personnel expense of $0.5 million, partially offset by an increase in repair and maintenance expense of $0.7 million.

Transaction Related and Other Costs

Transaction related and other costs include incremental acquisition, pursuit, transaction and integration costs (including unsuccessful acquisition pursuit costs). For the three months ended March 31, 2025, we incurred $7.8 million of transaction related and other costs, compared to $5.7 million of such costs during the three months ended March 31, 2024. The increase is primarily attributable to costs associated with the Merger.

Income Tax Benefit

The income tax benefit recorded for the three months ended March 31, 2025 and 2024, respectively, is related to the tax impact of the following:

(Thousands)	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Income tax benefit		
Pre-tax loss (Uniti Fiber)	$ (4,918)	$ (5,808)
Other undistributed REIT taxable income	—	430
REIT state and local taxes	400	15
Total income tax benefit	$ (4,518)	$ (5,363)

Non-GAAP Financial Measures

We refer to EBITDA, Adjusted EBITDA, Funds From Operations ("FFO") (as defined by the National Association of Real Estate Investment Trusts ("NAREIT")) and Adjusted Funds From Operations ("AFFO") in our analysis of our results of operations, which are not required by, or presented in accordance with, accounting principles generally accepted in the United States ("GAAP"). While we believe that net income, as defined by GAAP, is the most appropriate earnings measure, we also believe that EBITDA, Adjusted EBITDA, FFO and AFFO are important non-GAAP supplemental measures of operating performance for a REIT.

We define "EBITDA" as net income, as defined by GAAP, before interest expense, provision for income taxes and depreciation and amortization. We define "Adjusted EBITDA" as EBITDA before stock-based compensation expense and the impact, which may be recurring in nature, of incremental acquisition, pursuit, transaction and integration costs (including unsuccessful acquisition pursuit costs), costs associated with Windstream's bankruptcy, costs associated with litigation claims made against us, and costs associated with the implementation of our enterprise resource planning system, (collectively, "Transaction Related and Other Costs"), costs related to the settlement with Windstream, goodwill impairment charges, severance costs, amortization of non-cash rights-of-use assets, the write off of unamortized deferred financing costs, costs incurred as a result of the early repayment of debt, including early tender and redemption premiums and costs associated with the termination of related hedging activities, gains or losses on dispositions, changes in the fair value of contingent consideration and financial instruments, and other similar or infrequent items (although we may not have had such charges in the periods presented). Adjusted EBITDA includes adjustments to reflect the Company's share of Adjusted EBITDA from unconsolidated entities. We believe EBITDA and Adjusted EBITDA are important supplemental measures to net income because they provide additional information to evaluate our operating performance on an unleveraged basis. In addition, Adjusted EBITDA is calculated similar to defined terms in our material debt agreements used to determine compliance with specific financial covenants. Since EBITDA and Adjusted EBITDA are not measures calculated in accordance with GAAP, they should not be considered as alternatives to net income determined in accordance with GAAP.

Because the historical cost accounting convention used for real estate assets requires the recognition of depreciation expense except on land, such accounting presentation implies that the value of real estate assets diminishes predictably over time. However, since real estate values have historically risen or fallen with market and other conditions, presentations of operating results for a REIT that uses historical cost accounting for depreciation could be less informative. Thus, NAREIT created FFO as a supplemental measure of operating performance for REITs that excludes historical cost depreciation and amortization, among other items, from net income, as defined by GAAP. FFO is defined by NAREIT as net income attributable to common shareholders computed in accordance with GAAP, excluding gains or losses from real estate dispositions, plus real estate depreciation and amortization and impairment charges, and includes adjustments to reflect the Company's share of FFO from unconsolidated entities. We compute FFO in accordance with NAREIT's definition.

The Company defines AFFO, as FFO excluding (i) Transaction Related and Other Costs; (ii) costs related to the litigation settlement with Windstream, accretion on our settlement obligation, and gains on prepayment of our settlement obligation as these items are not reflective of ongoing operating performance; (iii) goodwill impairment charges; (iv) certain non-cash revenues and expenses such as stock-based compensation expense, amortization of debt and equity discounts, amortization of deferred financing costs, depreciation and amortization of non-real estate assets, amortization of non-cash rights-of-use assets, straight line revenues, non-cash income taxes, and the amortization of other non-cash revenues to the extent that cash has not been received, such as revenue associated with the amortization of TCIs; and (v) the impact, which may be recurring in nature, of the write-off of unamortized deferred financing fees, additional costs incurred as a result of the early repayment of debt, including early tender and redemption premiums and costs associated with the termination of related hedging activities, severance costs, taxes associated with tax basis cancellation of debt, gains or losses on dispositions, changes in the fair value of contingent consideration and financial instruments and similar or infrequent items less maintenance capital expenditures. AFFO includes adjustments to reflect the Company's share of AFFO from unconsolidated entities. We believe that the use of FFO and AFFO, and their respective per share amounts, combined with the required GAAP presentations, improves the understanding of operating results of REITs among investors and analysts, and makes comparisons of operating results among such companies more meaningful. We consider FFO and AFFO to be useful measures for reviewing comparative operating performance. In particular, we believe AFFO, by excluding certain revenue and expense items, can help investors compare our operating performance between periods and to other REITs on a consistent basis without having to account for differences caused by unanticipated items and events, such as transaction and integration related costs. The Company uses FFO and AFFO, and their respective per share amounts, only as performance measures, and FFO and AFFO do not purport to be indicative of cash available to fund our future cash requirements. While FFO and AFFO are relevant and widely used measures of operating performance of REITs, they do not represent cash flows from operations or net income as defined by GAAP and should not be considered an alternative to those measures in evaluating our liquidity or operating performance.

Further, our computations of EBITDA, Adjusted EBITDA, FFO and AFFO may not be comparable to that reported by other REITs or companies that do not define FFO in accordance with the current NAREIT definition or that interpret the current NAREIT definition or define EBITDA, Adjusted EBITDA and AFFO differently than we do.

The reconciliation of our net income to EBITDA and Adjusted EBITDA for the three months ended March 31, 2025 and 2024 is as follows:

	Three Months Ended March 31,	
(Thousands)	2025	2024
Net income	$ 12,220	$ 41,348
Depreciation and amortization	79,683	77,485
Interest expense, net	137,987	123,211
Income tax benefit	(4,518)	(5,363)
EBITDA	$ 225,372	$ 236,681
Stock based compensation	3,761	3,348
Transaction related and other costs	7,847	5,687
Gain on sale of real estate	—	(18,999)
Other, net [(1)]	850	1,911
Adjusted EBITDA	$ 237,830	$ 228,628

(1) A reconciliation of Other expense (income), net as reported in our Condensed Consolidated Statements of Income to Other, net is as follows:

	Three Months Ended March 31,	
(Thousands)	2025	2024
Other expense (income), net	$ —	$ (282)
Amortization of non-cash rights-of-use assets [(a)]	850	820
Severance costs [(b)]	—	1,373
Other, net	$ 850	$ 1,911

(a) Included within Operating expense (exclusive of depreciation, accretion and amortization) in our Condensed Consolidated Statements of Income.

(b) Included within the General and administrative expense line item in our Condensed Consolidated Statements of Income.

The reconciliation of our net income attributable to common shareholders to FFO and AFFO for the three months ended March 31, 2025 and 2024 is as follows:

	Three Months Ended March 31,	
(Thousands)	2025	2024
Net income attributable to common shareholders	$ 11,880	$ 40,888
Real estate depreciation and amortization	57,984	55,930
Gain on sale of real estate, net of tax	—	(18,951)
Participating securities share in earnings	335	436
Participating securities share in FFO	(1,927)	(825)
Adjustments for noncontrolling interests	(2)	(16)
FFO attributable to common shareholders	$ 68,270	$ 77,462
Transaction related and other costs	7,847	5,687
Amortization of deferred financing costs and debt discount	5,522	5,035
Write off of deferred financing costs and debt discount	4,765	—
Costs related to the early repayment of debt	3,750	—
Stock based compensation	3,761	3,348
Non-real estate depreciation and amortization	21,699	21,555
Straight-line revenues and amortization of below-market lease intangibles	(6,859)	(8,822)
Maintenance capital expenditures	(1,406)	(2,089)
TCI revenue amortization	(11,468)	(12,244)
Other, net	(3,579)	(2,301)
Adjustments for noncontrolling interests	(1)	(5)
AFFO attributable to common shareholders	$ 92,301	$ 87,626

Liquidity and Capital Resources

Our principal liquidity needs are to fund operating expenses, meet debt service obligations, fund investment activities, including capital expenditures, and to fund the Merger Cash Consideration. Furthermore, following consummation of our settlement agreement with Windstream, including entry into the Windstream Leases, we are obligated (i) to make $490.1 million of cash payments to Windstream in equal installments over 20 consecutive quarters beginning in October 2020 and (ii) to reimburse Windstream for up to an aggregate of $1.75 billion for Growth Capital Improvements in long-term value accretive fiber and related assets made by Windstream through 2029. To date, we have paid $435.9 million of the $490.1 million due under the settlement agreement. Uniti's reimbursement commitment for Growth Capital Improvements does not require Uniti to reimburse Windstream for maintenance or repair expenditures (except for costs incurred for fiber replacements to the CLEC MLA leased property, up to $70 million during the term), and each such reimbursement is subject to underwriting standards. Uniti's total annual reimbursement commitments for the Growth Capital Improvements under both Windstream Leases (and under separate equipment loan facilities) were limited to $225 million in 2024, and are limited to $175 million per year in 2025 and 2026; and $125 million per year in 2027 through 2029.

Our primary sources of liquidity and capital resources are cash on hand, cash provided by operating activities (primarily from the Windstream Leases), available borrowings under our credit agreement by and among the Operating Partnership, CSL Capital, LLC and Uniti Group Finance 2019 Inc., the guarantors party thereto, Bank of America, N.A., as administrative agent, collateral agent, swing line lender and an L/C issuer and certain other lenders named therein (the "Credit Agreement"), and proceeds from the issuance of debt and equity securities. See "—Outlook" for additional information concerning our near-term and long-term liquidity requirements.

As of March 31, 2025, we had total cash and cash equivalents of $130.3 million, including $38.3 million of restricted cash and cash equivalents, and $500.0 million of borrowing availability under our revolving credit facility maturing on September 24, 2027 under the Credit Agreement (the “Revolving Credit Facility”). Subsequent to March 31, 2025, there have been no material outlays of funds outside of our scheduled interest payments. Availability under our Revolving Credit Facility is subject to various conditions, including a maximum secured leverage ratio of 5.0:1. In addition, if we incur debt under our Revolving Credit Facility or otherwise such that our total leverage ratio exceeds 6.5:1, our Revolving Credit Facility would impose significant restrictions on our ability to pay dividends. See “—Dividends.”

	Three Months Ended March 31,	
(Thousands)	2025	2024
Cash flow from operating activities:		
Net cash provided by operating activities	$ 8,567	$ 6,190

Net cash provided by operating activities is primarily attributable to our leasing activities, which includes the leasing of mission-critical communications assets to anchor customers on either an exclusive or shared-tenant basis, in addition to the leasing of dark fiber network assets to the telecommunications industry. Cash used in operating activities includes compensation and related costs, interest payments, and other changes in working capital. Net cash provided by operating activities was $8.6 million and $6.2 million for the three months ended March 31, 2025 and 2024, respectively. The increase in net cash provided by operating activities during the three months ended March 31, 2025 is primarily attributable to changes in working capital, including the timing of interest payments.

	Three Months Ended March 31,	
(Thousands)	2025	2024
Cash flow from investing activities:		
Capital expenditures	$ (208,060)	$ (167,939)
Proceeds from sale of other equipment	406	341
Proceeds from sale of real estate	—	40,011
Proceeds from sale of unconsolidated entity	—	40,000
Net cash used in investing activities	$ (207,654)	$ (87,587)

Net cash used in investing activities increased $120.1 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by the proceeds received in 2024 from the sales of our investment in BB Fiber Holdings LLC of $40.0 million and the CableSouth network of $40.0 million, and an increase in Uniti Leasing Growth Capital Improvements of $43.7 million during the three months ended March 31, 2025. Capital expenditures are primarily related to our Uniti Fiber and Uniti Leasing businesses for deployment of network assets, as described below under “—Capital Expenditures.”

(Thousands)	Three Months Ended March 31, 2025	2024
Cash flow from financing activities:		
Repayment of debt	$ (400,000)	$ —
Proceeds from issuance of notes	589,000	—
Dividends paid	—	(35,800)
Payments of settlement payable	(24,505)	(24,505)
Borrowings under revolving credit facility	40,000	80,000
Payments under revolving credit facility	(40,000)	(215,000)
Proceeds from ABS Loan Facility	—	275,000
Finance lease payments	(648)	(696)
Payments for financing costs	(12,479)	(7,919)
Costs related to the early repayment of debt	(3,750)	—
Distributions paid to noncontrolling interests	—	(16)
Payment for noncontrolling interest	(80)	—
Employee stock purchase program	278	326
Payments related to tax withholding for stock-based compensation	(2,301)	(1,515)
Net cash provided by financing activities	$ 145,515	$ 69,875

Net cash provided by financing activities was $145.5 million for the three months ended March 31, 2025, which was primarily related to $589.0 million of proceeds from issuance of the ABS Notes, partially offset by $400.0 million related to the repayment of the ABS Loan Facility of $275.0 million and the partial redemption of the February 2028 Secured Notes of $125.0 million, repayments of the Settlement Payable of $24.5 million, and payments for financing costs of $12.5 million. Net cash provided by financing activities was $69.9 million for the three months ended March 31, 2024, which was primarily related to proceeds from issuance of the ABS Loan Facility of $275.0 million, partially offset by net borrowings under the Revolving Credit Facility of $135.0 million, dividend payments of $35.8 million, repayments of the Settlement Payable of $24.5 million, and payments for financing costs of $7.9 million.

Windstream Leases

The initial term of the Windstream Leases expires on April 30, 2030. The aggregate initial annual rent under the Windstream Leases is $663.0 million. The Windstream Leases contain cross-guarantees and cross-default provisions, which will remain effective as long as Windstream or an affiliate is the tenant under both of the Windstream Leases and unless and until the landlords under the ILEC MLA are different from the landlords under the CLEC MLA. The Windstream Leases permit Uniti to transfer its rights and obligations and otherwise monetize or encumber the Windstream Leases, together or separately, so long as Uniti does not transfer interests in either Windstream Lease to a Windstream competitor.

Beginning in October 2020, pursuant to the Windstream Leases, Windstream (or any successor tenant under a Windstream Lease) has the right to cause Uniti to reimburse up to an aggregate $1.75 billion of Growth Capital Improvements through 2029. Uniti's reimbursement commitment for Growth Capital Improvements does not require Uniti to reimburse Windstream for maintenance or repair expenditures (except for costs incurred for fiber replacements to the CLEC MLA leased property, up to $70 million during the term), and each such reimbursement is subject to underwriting standards. Uniti's total annual reimbursement commitments for the Growth Capital Improvements under both Windstream Leases (and under separate equipment loan facilities) were limited to $225 million in 2024, and are limited to $175 million per year in 2025 and 2026; and $125 million per year in 2027 through 2029. If the cost incurred by Windstream (or the successor tenant under a Windstream Lease) for Growth Capital Improvements in any calendar year exceeds the annual limit for such calendar year, Windstream (or such tenant, as the case may be) may submit such excess costs for reimbursement in any subsequent year and such excess costs shall be funded from the annual commitment amounts in such subsequent period. In addition, to the extent that reimbursements for Growth Capital Improvements funded in any calendar year during the term is less than the annual limit for such calendar year, the unfunded amount in any calendar year will carry-over and may be added to the annual limits for subsequent calendar years, subject to an annual limit of $250 million in any calendar year.

Starting on the first anniversary of each installment of reimbursement for a Growth Capital Improvement, the rent payable by Windstream under the applicable Windstream Lease will increase by an amount equal to 8.0% (the “Rent Rate”) of such installment of reimbursement. The Rent Rate will thereafter increase to 100.5% of the prior Rent Rate on each anniversary of each reimbursement. In the event that the tenant’s interest in either Windstream Lease is transferred by Windstream under the terms thereof (unless transferred to the same transferee), or if Uniti transfers its interests as landlord under either Windstream Lease (unless to the same transferee), the reimbursement rights and obligations will be allocated between the ILEC MLA and the CLEC MLA by Windstream, provided that the maximum that may be allocated to the CLEC MLA following such transfer is $20 million per year. If Uniti fails to reimburse any Growth Capital Improvement reimbursement payment or equipment loan funding request as and when it is required to do so under the terms of the Windstream Leases, and such failure continues for thirty (30) days, then such unreimbursed amounts may be applied as an offset against the rent owed by Windstream under the Windstream Leases (and such amounts will thereafter be treated as if Uniti had reimbursed them).

Uniti and Windstream have entered into separate ILEC and CLEC Equipment Loan and Security Agreements (collectively the “Equipment Loan Agreement”) in which Uniti will provide up to $125 million (limited to $25 million in any calendar year) of the $1.75 billion of Growth Capital Improvements commitments discussed above in the form of loans for Windstream to purchase equipment related to network upgrades or to be used in connection with the Windstream Leases. Interest on these loans will accrue at 8% from the date of the borrowing. All equipment financed through the Equipment Loan Agreement is the sole property of Windstream; however, Uniti will receive a first-lien security interest in the equipment purchased with the loans. No such loans have been made as of March 31, 2025.

Up-REIT Operating Partnership Units

Our up-REIT structure enables us to acquire properties by issuing to sellers, as a form of consideration, limited partnership interests in our operating partnership, (commonly called “OP Units”). We believe that this structure will facilitate our ability to acquire individual properties and portfolios of properties by enabling us to structure transactions which will defer taxes payable by a seller while preserving our available cash for other purposes, including the possible payment of dividends. We would expect to eliminate this structure when we complete the Windstream combination.

Outlook

We anticipate continuing to invest in our network infrastructure across our Uniti Leasing and Uniti Fiber portfolios. We also expect to fund the $425 million (less certain transaction expenses) cash consideration in our Merger with Windstream, as well as obligations to Windstream, including (i) $490.1 million of settlement payments payable over time (of which $49.0 million remains to be paid as of March 31, 2025) and (ii) an aggregate of up to $1.75 billion for certain growth capital improvements (of which $550.0 million remains to be paid as of March 31, 2025). We anticipate that we will partially finance these needs, as well as operating expenses (including our debt service obligations), from our cash on hand, borrowings under our Revolving Credit Facility and cash flows provided by operating activities. As of March 31, 2025, we had $500.0 million in borrowing availability under our Revolving Credit Facility. In addition, we anticipate our cash on hand and borrowing availability under the Revolving Credit Facility, combined with our cash flows provided by operating activities, will be sufficient to fund our business operations, reimbursement commitments for Growth Capital Improvements and obligations under the settlement agreement with Windstream, and debt service over the next twelve months. However, we may need to access the capital markets to generate additional funds to fund such expenditures. On a longer-term basis, the Company believes the same sources of liquidity and capital will be sufficient to satisfy these liquidity needs and anticipated capital expenditures, which we anticipate will be in line with historic amounts. See “Liquidity and Capital Resources” and “—Capital Expenditures” for additional information. A significant portion of the Company's indebtedness matures within the next three years, and the Company expects that it will need to refinance or repay its indebtedness at maturity by raising additional capital (which could include a combination of equity offerings and/or debt offerings) or instead seek to extend the applicable maturity dates of its indebtedness. We closely monitor the equity and debt markets and may seek to access them promptly if and when we determine market conditions are appropriate.

The amount, nature and timing of any capital markets transactions will depend on: our operating performance and other circumstances; our then-current commitments and obligations; the amount, nature and timing of our capital requirements; any limitations imposed by our current credit arrangements; and overall market conditions. These expectations are forward-looking and subject to several uncertainties and assumptions. If our expectations about our liquidity prove to be incorrect or we are unable to access the capital markets as we anticipate, we would be subject to a shortfall in liquidity in the future which could lead to a reduction in our capital expenditures and/or dividends and, in an extreme case, our ability to pay our debt service obligations. If this shortfall occurs rapidly and with little or no notice, it could limit our ability to address the shortfall on a timely basis.

In addition to exploring potential capital markets transactions, the Company regularly evaluates market conditions, its liquidity profile, and various financing alternatives for opportunities to enhance its capital structure. If opportunities are favorable, the Company may refinance or repurchase existing debt. However, there can be no assurances that any debt refinancing would be on similar or more favorable terms than our existing arrangements. This would include the risk that interest rates could increase and/or there may be changes to our existing covenants.

Capital Expenditures

	Three Months Ended March 31, 2025			
(Thousands)	Success Based	Maintenance	Non-Network	Total
Capital expenditures				
Uniti Leasing	$ 1,798	$ —	$ —	$ 1,798
Growth capital improvements	175,000	—	—	175,000
Uniti Fiber	29,679	1,406	177	31,262
Corporate	—	—	—	—
Total capital expenditures	$ 206,477	$ 1,406	$ 177	$ 208,060

We categorize our capital expenditures as either (i) success-based, (ii) maintenance, or (iii) non-network. We define success-based capital expenditures as those related to installing existing or anticipated contractual customer service orders. Maintenance capital expenditures are those necessary to keep existing network elements fully operational. We anticipate continuing to invest in our network infrastructure across our Uniti Leasing and Uniti Fiber businesses and expect that cash on hand and cash flows provided by operating activities will be sufficient to support these investments. We have the right, but not the obligation (except for Growth Capital Improvements), to reimburse growth capital expenditures in certain of our lease arrangements where we are the lessor.

Uniti's total annual reimbursement commitments to Windstream for the Growth Capital Improvements is discussed above in this Part I, Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations" in "Liquidity and Capital Resources—Windstream Leases." Growth Capital Improvements are treated as success-based capital improvements based on the rents paid with respect to such amounts.

If circumstances warrant, we may need to take measures to conserve cash, which may include a suspension, delay or reduction in success-based capital expenditures.

ABS Entities

During 2024, we formed the ABS Parent and the ABS Bridge Loan Parties, each an indirect, bankruptcy-remote subsidiary of the Company, and we designated ABS Parent and the ABS Bridge Loan Parties as unrestricted subsidiaries under the Credit Agreement and the applicable indentures governing the Company's outstanding senior notes. During 2025, we formed the ABS Notes Obligors (other than Uniti Fiber GulfCo LLC, which was formed in 2024), each a subsidiary of ABS Parent and an indirect, bankruptcy-remote subsidiary of the Company. Each ABS Notes Obligor is an unrestricted subsidiary under the Credit Agreement and the applicable indentures governing the Company's senior notes.

For additional information concerning the financial position and results of operations of ABS Parent and its subsidiaries (all unrestricted subsidiaries as of March 31, 2025), please see Note 14 to our accompanying Condensed Consolidated Financial Statements contained in Part I, Item 1 "Financial Statements of this Quarterly Report on Form 10-Q".

Dividends

We have elected to be taxed as a REIT for U.S. federal income tax purposes. U.S. federal income tax law generally requires that a REIT distribute annually at least 90% of its REIT taxable income, without regard to the deduction for dividends paid and excluding net capital gains, and that it pay tax at regular corporate rates to the extent that it annually distributes less than 100% of its taxable income. In order to maintain our REIT status, we intend to make dividend payments of all or substantially all of our taxable income to holders of our common stock out of assets legally available for this purpose, if and to the extent authorized by our board of directors. Before we make any dividend payments, whether for U.S. federal income tax purposes or otherwise, we must first meet both our operating requirements and debt service obligations. If our cash available for distribution is less than our taxable income, we could be required to sell assets or borrow funds to make cash dividends or we may make a portion of the required dividend in the form of a taxable distribution of stock or debt securities.

Under the Merger Agreement with Windstream, we have agreed to suspend dividend payments or other distributions until the consummation of the Merger, except for the dividend paid on June 28, 2024 and those dividends reasonably required for us or our subsidiaries to maintain its status as a REIT or to avoid the payment or imposition of income or excise tax, among other customary exceptions. Any dividends must be declared by our Board of Directors, which will take into account various factors including our current and anticipated operating results, our financial position, REIT requirements, conditions prevailing in the market, restrictions in our debt documents and additional factors they deem appropriate. Dividend payments are not guaranteed, and our Board of Directors may decide, in its absolute discretion, at any time and for any reason, not to pay dividends or to change the amount paid as dividends.

Critical Accounting Estimates

We make certain judgments and use certain estimates and assumptions when applying accounting principles in the preparation of our Condensed Consolidated Financial Statements. The nature of the estimates and assumptions are material due to the levels of subjectivity and judgment necessary to account for highly uncertain factors or the susceptibility of such factors to change. We have identified the accounting for income taxes, revenue recognition, the impairment of property, plant and equipment, goodwill impairment and business combinations as critical accounting estimates, as they are the most important to our financial statement presentation and require difficult, subjective and complex judgments.

We believe the current assumptions and other considerations used to estimate amounts reflected in our accompanying Condensed Consolidated Financial Statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in our Condensed Consolidated Financial Statements, the resulting changes could have a material adverse effect on our consolidated results of operations and, in certain situations, could have a material adverse effect on our financial condition.

For further information on our critical accounting estimates, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the notes to our audited financial statements included in our Annual Report. As of March 31, 2025, there has been no material change to these estimates.

Recent Accounting Guidance

New accounting rules and disclosures can impact our reported results and comparability of our financial statements. See Note 2 to our accompanying Condensed Consolidated Financial Statements contained in Part I, Item 1 "Financial Statements" of this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

There have been no material changes from the information reported under Part II, Item 7A "Quantitative and Qualitative Disclosures About Market Risk" of our Annual Report.

Item 4. Controls and Procedures.

Disclosure Controls and Procedures

We have established disclosure controls and procedures, as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to management, including our principal executive and principal financial officers as appropriate, to allow timely decisions regarding required disclosure.

Our management, with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2025, and based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of March 31, 2025.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act, that occurred during the quarter ended March 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

A description of legal proceedings can be found in Note 11 - Commitments and Contingencies to our Condensed Consolidated Financial Statements, included in Part I, Item 1 "Financial Statements" of this Quarterly Report on Form 10-Q, and is incorporated by reference into this Item 1.

Item 1A. Risk Factors.

There have been no material changes to the risk factors affecting our business that were discussed in Part I, Item 1A "Risk Factors" in our Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Issuer Purchases of Equity Securities

The table below provides information regarding shares withheld from Uniti employees to satisfy minimum statutory tax withholding obligations arising from the vesting of restricted stock granted under the Uniti Group Inc. 2015 Equity Incentive Plan. The shares of common stock withheld to satisfy tax withholding obligations may be deemed purchases of such shares required to be disclosed pursuant to this Item 2.

Period	Total Number of Shares Purchased	Average Price Paid per Share[(1)]	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
January 1, 2025 to January 31, 2025	31,285	$ 5.48	—	—
February 1, 2025 to February 28, 2025	376,740	5.65	—	—
March 1, 2025 to March 31, 2025	92	5.59	—	—
Total	408,117	$ 5.64	—	—

(1) The average price paid per share is the weighted average of the fair market prices at which we calculated the number of shares withheld to cover tax withholdings for the employees.

Item 3. Defaults Upon Senior Securities.

None

Item 4. Mine Safety Disclosures.

Not Applicable

Item 5. Other Information.

(a) None

(b) None

(c) During the three months ended March 31, 2025, none of the Company’s directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

Item 6. Exhibits.

Exhibit Number	Description
2.1#	Agreement and Plan of Merger, dated as of May 3, 2024, by and between Uniti Group Inc. and Windstream Holdings II, LLC (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K dated and filed with the SEC as of May 3, 2024 (File No. 001-36708))
2.2#	Amendment No. 1 to Agreement and Plan of Merger, dated July 17, 2024, by and between Uniti Group Inc. and Windstream Holdings II, LLC (incorporated by reference to Exhibit 2.2 to the Company's Quarterly Report on Form 10-Q dated and filed with the SEC as of August 1,2024 (File No. 001-36708))
3.1*	Articles of Amendment of Uniti Group Inc.
4.1	Base Indenture, dated as of February 3, 2025, by and among Uniti Fiber ABS Issuer LLC, Uniti Fiber TRS Issuer LLC, Uniti Fiber GulfCo LLC, Uniti Fiber TRS AssetCo LLC and Wilmington Trust, National Association, as indenture trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC as of February 3, 2025 (File No. 001-36708))
4.2	Series 2025-1 Supplement, dated as of February 3, 2025, by and among Uniti Fiber ABS Issuer LLC, Uniti Fiber TRS Issuer LLC, Uniti Fiber GulfCo LLC, Uniti Fiber TRS AssetCo LLC and Wilmington Trust, National Association, as indenture trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC as of February 3, 2025 (File No. 001-36708))
10.1	Form of Restricted Shares Agreement for executive officers (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC as of April 17, 2025 (File No. 001-36708))
10.2	Form of Performance-Based Restricted Stock Unit Agreement for executive officers (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC as of April 17, 2025 (File No. 001-36708))
10.3*	Amendment No. 10 to the Credit Agreement, dated as of April 22, 2025, among Uniti Group LP, Uniti Group Finance Inc. and CSL Capital, LLC, as borrowers, the guarantor party thereto, the lenders party thereto, and Bank of America, N. A., as administrative agent and collateral agent.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.

101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith

\# Schedules and similar attachments have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or similar attachment will be furnished to the Securities and Exchange Commission upon request.

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 thereunto duly authorized.

UNITI GROUP INC.

Date:	May 6, 2025	/s/ Paul E. Bullington **Paul E. Bullington** **Senior Vice President – Chief Financial Officer and Treasurer** **(Principal Financial Officer)**
Date:	May 6, 2025	/s/ Travis T. Black **Travis T. Black** **Senior Vice President – Chief Accounting Officer** **(Principal Accounting Officer)**

ARTICLES OF AMENDMENT

OF

UNITI GROUP INC.

April 4, 2025

Uniti Group Inc., a Maryland Corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: The Articles of Amendment and Restatement of the Corporation (the "Articles") are hereby amended by adding a new ARTICLE THIRTEEN as follows:

ARTICLE THIRTEEN

To the fullest extent permitted by law, (i) the Corporation is designated as the stockholders' sole and exclusive agent with the exclusive right to pursue and recover any remedies on behalf of stockholders under that certain Agreement and Plan of Merger, dated as of May 3, 2024 (as it may be amended from time to time, the "Merger Agreement"), by and between the Corporation and Windstream Holdings II, LLC, a Delaware limited liability company, including under Section 12.06 thereof, pursuant to which, in the event that specific performance is not sought or granted as a remedy, the Corporation may pursue and recover damages or other amounts set forth in Section 12.06 of the Merger Agreement, and (ii) any amounts or damages recovered by the Corporation on behalf of the stockholders, whether through judgment, settlement or otherwise, shall, in the sole discretion of the Board of Directors, be distributed to the stockholders by a dividend, stock repurchase or buyback or in any other manner.

SECOND: The foregoing amendment to the Articles has been duly approved and advised by the Board of Directors of the Corporation and approved by the stockholders of the Corporation as required by law.

THIRD: These Articles of Amendment shall become effective at the time the Department accepts these Articles of Amendment for record.

FOURTH: The undersigned officer of the Corporation acknowledges these Articles of Amendment to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters are true in all material respects and that this statement is made under the penalties of perjury.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment to be signed in its name and on its behalf by its President and Chief Executive Officer and attested to by its Executive Vice President, General Counsel & Secretary as of the date first written above.

ATTEST:

By: ______________________________

Name: Daniel L. Heard
Title: Executive Vice President, General Counsel & Secretary

UNITI GROUP INC.

By: ______________________________

Name: Kenneth A. Gunderman
Title: President and Chief Executive Officer

AMENDMENT NO. 10

This Amendment No. 10 (this "Agreement" or "Amendment No. 10"), dated as of April 22, 2025, to the Credit Agreement, dated as of April 24, 2015 (as amended by Amendment No. 1 thereto dated October 21, 2016, as further amended by Amendment No. 2 dated February 9, 2017, as further amended by Amendment No. 3 dated April 27, 2017, as further amended or otherwise modified by Amendment No. 4 and Limited Waiver dated March 18, 2019, as further amended by Amendment No. 5 dated June 24, 2019, as further amended by Amendment No. 6 and Limited Waiver dated February 10, 2020, as further amended by Amendment No. 7 dated December 10, 2020, as further amended by Amendment No. 8 dated March 24, 2023, as further amended by Amendment No. 9 dated as of June 17, 2024, and, after giving effect to the Borrower Assumption Agreement and Joinder, dated as of May 9, 2017, the "Credit Agreement"; capitalized terms used in this Amendment No. 10 and not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement, as amended hereby), is made by and among Uniti Group Inc. (f/k/a Communications Sales & Leasing, Inc.), a Maryland corporation ("Holdings" or the "Parent Guarantor"), Uniti Group LP, a Delaware limited partnership (the "Assumed Borrower" or "Parent"), Uniti Group Finance 2019 Inc. (f/k/a Uniti Group Finance Inc.), a Delaware corporation ("FinCo"), CSL CAPITAL, LLC ("CSL Capital" and, collectively with the Parent and Finco, the "Borrowers"), the Lenders party hereto and Bank of America, N.A., as Administrative Agent and Collateral Agent (the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrower desires to make certain amendments to the Credit Agreement in contemplation of the closing of the Merger pursuant to the WIN Merger Agreement;

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

WHEREAS, pursuant to Section 10.01 of the Credit Agreement, the Loan Parties and each of the undersigned Lenders, together constituting the Required Lenders, are willing to amend the Credit Agreement to make certain amendments to the Credit Agreement on the terms and conditions set forth herein;

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

1. Amendments to the Credit Agreement. The Credit Agreement is, effective as of the Amendment No. 10 Effective Date (as defined below), hereby amended as follows:

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

"**Permitted Reorganization**" means (i) the merger of a Windstream Parent Entity of the Windstream Borrower with and into Holdings and the merger of the Windstream Borrower with and into a Subsidiary of Holdings or (ii) any other transaction that results in any Loan Party being an obligor on the Windstream Existing Debt Agreements and the borrower on the Windstream Existing Debt being an obligor on the Credit Agreement obligations and which the Borrower designates as a Permitted Reorganization, so that in each case, after giving effect to the Permitted Reorganization, the obligors of the Indebtedness under the Credit Agreement and the obligors of the Indebtedness under the Windstream Existing Debt Agreements will be the same (after giving effect to the execution of any joinders, supplements and other instruments in connection therewith and any applicable grace periods relating thereto) as the obligors under the Windstream Existing Debt Agreements; *provided* that immediately after giving effect to such transactions, no Event of Default shall have occurred and be continuing and such transaction shall not have the effect of releasing the Liens on all or substantially all of the Collateral which secured the Obligations.

"**Permitted Reorganization Effective Date**" means the date on which the Permitted Reorganization is consummated in all material respects, as determined by the Borrower and notified in writing to the Administrative Agent.

"**Windstream Borrower**" has the meaning set forth in the definition of "Windstream Credit Agreement".

"**Windstream Credit Agreement**" means that certain Credit Agreement, dated as of September 21, 2020 (as amended by Amendment No. 1 to Credit Agreement, dated November 9, 2020, Amendment No. 2, dated November 23, 2022, Amendment No. 3 to Credit Agreement, dated as of October 4, 2024 and as further amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time) by and among Windstream Services, LLC, a Delaware limited liability company (the "**Windstream Borrower**"), Windstream Holdings II, LLC, a Delaware limited liability company ("**Windstream Holdings**"), the other loan parties party thereto, JPMorgan Chase Bank, N.A. as administrative agent, and each other lender party thereto;

"**Windstream Existing Debt**" means all Indebtedness outstanding under each of the Windstream Existing Debt Agreements on the Permitted Reorganization Effective Date.

"**Windstream Existing Debt Agreements**" means each of: (i) the Windstream Credit Agreement, (ii) that certain Indenture, dated as of August 25, 2020 (as supplemented by the First Supplemental Indenture, dated as of September 21, 2020, as supplemented by the Second Supplemental Indenture, dated as of September 18, 2024 and as further amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time), by and among the Windstream Borrower, as issuer (the "**Issuer**"), Windstream Escrow Finance Corp., a Delaware corporation, as co-issuer (the "**Co-Issuer**" and, together with the Issuer, the "**Issuers**"), the guarantors party thereto from time to time and Wilmington Trust, National Association ("**WTNA**"), as Trustee and Notes Collateral Agent (each as defined therein), (iii) that certain Indenture, dated as of October 4, 2024 (as supplemented by the First Supplemental Indenture, dated as of December 23, 2024 and as further amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time), by and among the Issuers, the guarantors party thereto from time to time and WTNA, as Trustee and Notes Collateral Agent (each as defined therein) and (iv) each other agreement evidencing Indebtedness of Windstream Holdings or any of its Restricted Subsidiaries (as such term is defined in the Windstream Credit Agreement) permitted to be incurred under the WIN Merger Agreement that is outstanding as of the Permitted Reorganization Effective Date.

“**Windstream Holdings**” has the meaning set forth in the definition of “Windstream Credit Agreement”.

“**Windstream Parent Entity**” means any direct or indirect parent of Windstream Holdings or the Windstream Borrower.

(b) Section 7.01 of the Credit Agreement is hereby amended to add a subsection 7.01(mm) as follows:

“on or after the Permitted Reorganization Effective Date, Liens securing Indebtedness of Parent, the Borrower and/or any Subsidiary (including, for the avoidance of doubt, Windstream Holdings and/or any of its Restricted Subsidiaries (as such term is defined in the Windstream Credit Agreement)) that is Windstream Existing Debt (including any Windstream Existing Debt assumed by Parent, the Borrower or any Subsidiary) (*provided* that with respect to any Windstream Existing Debt incurred on or after the Amendment No. 10 Effective Date pursuant to a provision of the Windstream Existing Debt Agreements that was not in existence before the occurrence of the Amendment No. 10 Effective Date, such Windstream Existing Debt shall be permitted pursuant to this clause (x) of Section 7.01(mm) only if agreed to by the Required Lenders, *provided further,* that such Liens on the Collateral shall be subject to the Intercreditor Agreement or a Second Lien Intercreditor Agreement, as applicable);”

2. Conditions Precedent to Effectiveness of the Amendments. The amendments set forth in Section 1 hereof shall become effective on the date (the “Amendment No. 10 Effective Date”) when the Administrative Agent shall have received a counterpart signature page of this Amendment No. 10 duly executed by each of the Parent Guarantor, the Borrowers, the Guarantors, the Administrative Agent and Lenders constituting the Required Lenders.

3. Representations and Warranties. Each Loan Party represents and warrants to the Administrative Agent and the Lenders as of the Amendment No. 10 Effective Date:

(i) the representations and warranties of each Loan Party contained in Article 5 of the Credit Agreement and in each other Loan Document (including, for the avoidance of doubt, this Amendment No. 10) are true and correct in all material respects as of the date hereof (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct as of such earlier date); *provided* that, to the extent that such representations and warranties are qualified by materiality, material adverse effect or similar language, they are true and correct in all respects;

(ii) no Default or Event of Default exists or will result from this Amendment No. 10; and

(iii) this Amendment No. 10 has been duly authorized, executed and delivered by each Loan Party and each of this Amendment No. 10 and the Credit Agreement, as amended, extended or otherwise modified hereby, constitutes a legal, valid and binding obligation of each such Loan Party, enforceable against each such Loan Party in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

4. Costs and Expenses. The Borrowers agree to pay all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent (including the reasonable and documented fees and expenses of Cahill Gordon & Reindel LLP, counsel to the Administrative Agent) in connection with the preparation, execution, delivery and administration of this Amendment No. 10, the other instruments and documents to be delivered hereunder and related matters with respect to the Loan Documents and transactions contemplated hereby.

5. GOVERNING LAW. THIS AMENDMENT NO. 10 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

6. Counterparts. This Amendment No. 10 may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Amendment No. 10 may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Amendment No. 10 may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Amendment No. 10. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Extended Revolving Credit Lenders of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention.

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

9. Effect of Amendment No. 10. Except as expressly set forth herein, (i) this Amendment No. 10 (including, without limitation, the occurrence of the Amendment No. 10 Effective Date) shall not by implication or otherwise limit, impair, constitute a waiver of (including, without limitation, any Default or Event of Default) or otherwise affect the rights and remedies of the Lenders, the Administrative Agent or any other Agent, in each case under the Credit Agreement or any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of either such agreement or any other Loan Document. Each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement or any other Loan Document, is hereby ratified and re-affirmed in all respects and shall continue in full force and effect as amended, extended or otherwise modified hereby. This Amendment No. 10 shall constitute a Loan Document and a Loan Extension Agreement for all purposes and from and after the Amendment No. 10 Effective Date, all references to the Credit Agreement in any Loan Document and all references in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, shall, unless expressly provided otherwise, refer to the Credit Agreement as amended, extended or otherwise modified hereby.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be duly executed as of the date first above written.

UNITI GROUP INC.

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

UNITI GROUP LP
By: UNITI GROUP INC., its general partner
By: /s/ Daniel Heard
Name: Daniel Heard
Title: Executive Vice President, General Counsel and Secretary

UNITI GROUP FINANCE 2019 INC.
By: /s/ Daniel Heard
Name: Daniel Heard
Title: Executive Vice President, General Counsel and Secretary

UNITI FIBER HOLDINGS INC.

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

CSL CAPITAL, LLC

By: /s/ Daniel Heard

Name: Daniel Heard

Title: Executive Vice President, General Counsel and Secretary

[Signature Page to Amendment No. 10]

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

By: /s/ Daniel Heard

Name: Daniel Heard

Title: Executive Vice President, General Counsel and Secretary

[Signature Page to Amendment No. 10]

CSL NATIONAL, LP, as a Guarantor

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

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

CSL NORTH CAROLINA REALTY, LP, as a Guarantor

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

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

CSL NORTH CAROLINA SYSTEM, LP, as a Guarantor

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

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

UNITI HOLDINGS LP, as a Guarantor

By: UNITI HOLDINGS GP LLC, as its general partner

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

UNITI LATAM LP, as a Guarantor

By: UNITI LATAM GP LLC, as its general partner

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

UNITI QRS HOLDINGS LP, as a Guarantor

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

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

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

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

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

By: /s/ Elizabeth Uribe

Name: Elizabeth Uribe

Title: Assistant Vice President

[Signature Page to Amendment No. 10]

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

By: /s/ Marie Harrison
Name: Marie Harrison
Title: Managing Director

[Signature Page to Amendment No. 10]

[Signature Page to Amendment No. 10]

BARCAYS BANK PLC, as a Lender

By: /s/ Nicholas Sibayan
Name: Nicholas Sibayan
Title: Vice President

[Signature Page to Amendment No. 10]

Citicorp North America, Inc, as a Lender

By: /s/ Ioannis Theocharis
Name: Ioannis Theocharis
Title: Vice President

[Signature Page to Amendment No. 10]

Deutsche Bank AG New York Branch, as a Lender

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Director

By: /s/ Suzan Onal
Name: Suzan Onal
Title: Director

[Signature Page to Amendment No. 10]

Goldman Sachs Bank USA, as a Lender

By: /s/ Priyankush Goswami
Name: Priyankush Goswami
Title: Authorized Signatory

[Signature Page to Amendment No. 10]

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

By: /s/ Peter B. Thauer
Name: Peter B. Thauer
Title: Managing Director

[Signature Page to Amendment No. 10]

MORGAN STANLEY SENIOR FUNDING, INC., as a Lender

By: /s/ Fru Ngwa
Name: Fru Ngwa
Title: Vice President

[Signature Page to Amendment No. 10]

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

By: /s/ Fru Ngwa
Name: Fru Ngwa
Title: Authorized Signatory

[Signature Page to Amendment No. 10]

ROYAL BANK OF CANADA, as a Lender

By: /s/ Gill Skala
Name: Gill Skala
Title: Authorized Signatory

[Signature Page to Amendment No. 10]

The Toronto-Dominion Bank, New York Branch, as a Lender

By: /s/ Allan Kortan

Name: Allan Kortan

Title: Authorized Signatory

[Signature Page to Amendment No. 10]

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kenneth A. Gunderman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Uniti Group Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant, as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 6, 2025

By: /s/Kenneth A. Gunderman

Kenneth A. Gunderman
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Paul E. Bullington, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Uniti Group Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant, as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2025

By: /s/ Paul E. Bullington

Paul E. Bullington
Senior Vice President –Chief Financial Officer
and Treasurer

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Uniti Group Inc. (the “Company”) for the period ending March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2025

By: /s/ Kenneth A. Gunderman

Kenneth A. Gunderman
President and Chief Executive Officer

Exhibit 32.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Uniti Group Inc. (the "Company") for the period ending March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2025

By: /s/ Paul E. Bullington

Paul E. Bullington
Senior Vice President – Chief Financial Officer and Treasurer