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September 2, 2025

VIA ELECTRONIC FILING

Sallie Tanner, Executive Secretary
244 Washington Street, SW
Atlanta GA, 30334

Re: Application of Uniti Fiber GulfCo LLC, Southern Light, LLC, and ANS Connect LLC, for Approval to Participate in Certain Pro Forma Intra-Corporate Transactions and Notice of Uniti Fiber GulfCo LLC's Intention to Participate in Certain Financing Transactions

Dear Ms. Tanner,

On behalf of Uniti Fiber GulfCo LLC ("GulfCo"), Southern Light, LLC ("Southern Light"), and ANS Connect LLC ("ANS") (collectively, the "Parties"), enclosed for filing is the above-referenced Application.

Please acknowledge receipt and acceptance of this submission. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,

/s/ Jeff Strenkowski

/s/ Victor M. Noriega

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

Application of	
Uniti Fiber GulfCo LLC Southern Light, LLC ANS Connect LLC	Docket No. _____
For Approval to Participate in Certain *Pro Forma* Intra-Corporate Transactions and Notice of Uniti Fiber GulfCo LLC's Intention to Participate in Certain Financing Transactions	

APPLICATION

Uniti Fiber GulfCo LLC ("GulfCo"), Southern Light, LLC ("Southern Light"), and ANS Connect LLC ("ANS"), (collectively, the "Parties"), by undersigned counsel, hereby notify the Georgia Public Service Commission ("Commission") of the Parties' intention to undertake certain *pro forma* intra-corporate transactions whereby the Parties intend to assign certain assets, including certain customer contracts and related network infrastructure, from Southern Light, and ANS (the "*Pro Forma* Transaction").

The *Pro Forma* Transaction is being undertaken in order to support a financing arrangement whereby GulfCo's parents, Uniti Fiber ABS Issuer LLC and Uniti Fiber TRS Issuer LLC, will issue notes of up to $400,000,000, supported by GulfCo's guarantee and pledge of its assets (the "Financing Transaction").

The *Pro Forma* Transaction will distribute assets amongst certain affiliated companies participating in the Financing Transaction and those that are not. Both transactions will be seamless to customers with respect to the services that those customers receive and the rates and terms of those services. Further, they will not cause confusion or disruption to customers since customers are familiar with the "Uniti Fiber" brand that GulfCo will use, and GulfCo will maintain the same rates and terms of service use the same customer service, technical, operational and managerial personnel.

The Parties anticipate closing the transactions described in this filing on October 1, 2025, and as such respectfully request Commission review and approval no later than that date.

In support of this filing, the Parties provide the following information:

DESCRIPTION OF THE PARTIES

GulfCo is a limited liability company that was formed in the state of Delaware on January 12, 2024. GulfCo is a wholly owned subsidiary of Uniti Fiber ABS Issuer LLC, a Delaware limited liability company that is in turn held, through a series of corporate intermediaries, by Uniti Group Inc. ("Uniti Group") a publicly-traded Maryland corporation (NASDAQ: UNIT). Uniti Group is a

real estate investment trust that engages in the acquisition and construction of infrastructure utilized by the communications industry. While Uniti Group does not provide telecommunications services in its own right, it owns and operates a number of licensed telecommunications providers, including the Parties, in the District of Columbia and a number of states. In Georgia, the other Parties hold the following authorizations:

- Southern Light holds authority from the Commission to provide local exchange and interexchange services pursuant to an order issued in Docket No. 27881 and Certificate Nos. L-0454 & X-1125 (September 9, 2008).

- ANS holds authority from the Commission to provide resale local exchange services pursuant to an order issued in Docket No. 38898; Certificate No. X-1119 (August 6, 2004).

- Uniti Fiber GulfCo holds authority from the Commission to provide resold interexchange telecommunications services pursuant to an order issued in Docket No. 56277; Certificate No. R-7997 (August 5, 2025), facilities-based interexchange telecommunications services pursuant to an order issued in Docket No. 56276; Certificate No. X-7996 (August 5, 2025), and local exchange services pursuant to an order issued in Docket No. 56275; Certificate No. L-7995 (August 5, 2025).

The Parties' principal offices are located at 2101 Riverfront Drive, Suite A, Little Rock, Arkansas 72202. Additional information concerning the Parties' technical, managerial and financial qualifications has been submitted to the Commission as part of their respective certification applications and other filings with the Commission and is therefore already a matter of public record. After the transactions are completed, the Parties' operations will continue to be overseen by the same well qualified management team with substantial telecommunications experience and technical expertise. No entities are merging or transferring ownership as a result of the transactions described in this Application.

DESIGNATED CONTACTS

The transactions described in this filing will not result in a change to the regulatory contacts for the Parties previously provided to the Commission. Inquiries or copies of any correspondence, orders, or other materials pertaining to this specific notice should be directed to:

Jeffrey R. Strenkowski
Troutman Pepper Locke LLP
401 9th Street NW, Suite 1000
Washington, DC 20004
Tel: 202-274-1907
jeff.strenkowski@troutman.com

with a copy to:

Victor M. Noriega
Troutman Pepper Locke LLP
600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308
Tel: 404-885-3037
Victor.Noriega@troutman.com
Georgia Bar No. 297499

and a copy to:

Kelly McGriff
Vice President, Deputy General Counsel
Uniti Group Inc.
2101 Riverfront Drive, Suite A
Little Rock, AR 72202
Tel: 251-979-7033
kelly.mcgriff@uniti.com

DESCRIPTION OF THE TRANSACTIONS

The *Pro Forma* Transaction is an integral part of Uniti's plan to execute the Financing Transaction with the overall goal of supporting its operations and network in Alabama, Georgia, Louisiana, Mississippi, and South Carolina. The *pro forma* assignment of certain network assets and customers from Southern Light and ANS to GulfCo will appropriately distribute assets between the entities participating in those financing arrangements and those that are not. As a result, certain assets in Alabama, Florida, Georgia, Louisiana, Mississippi, and South Carolina, including certain customer contracts and related network infrastructure, will be assigned from GulfCo's affiliates to GulfCo. In Georgia, certain assets and customers of Southern Light and ANS will be assigned to GulfCo.

The affected customers in Georgia receive enterprise services including point-to-point services such as ethernet and/or non-telecommunications services, including but not limited to VoIP, managed services, and broadband Internet access services, but will see no changes in the services they receive or their carriers of record as a result of the transactions. The affected customers will be sent a notice of the *pro forma* assignment pursuant to Federal Communications Commission regulations. A sample of the notice is provided as **Exhibit A**. The Parties generally do not provide residential voice or other mass market services, and expect that all affected customers will be businesses, carriers, or other significant enterprises. The Parties expect to transfer approximately one hundred and sixty-seven (167) customers to GulfCo. The transactions do not involve any name changes or a certificate cancellation requests, nor does it require the transfer of any certificates held by any of the Parties. The Parties therefore desire to maintain their existing certificates of authority in Georgia.

To ensure seamless and uninterrupted service, all of the customers assigned to GulfCo will continue to receive service from GulfCo under the same rates, terms and conditions of services as governed by tariffs or their existing contracts with the Parties. Future changes in the rates, terms and conditions of service to the affected customers will be undertaken pursuant to customer

contracts and the applicable federal and state notice and tariff requirements. The transactions will not cause confusion or disruption to customers since the Parties are affiliates and all market and perform their services under the "Uniti Fiber" brand. They will also continue to operate through the same customer service, technical, operational and managerial personnel.

Given that the Parties share the same management team, customers will continue to benefit from that team's knowledge and experience in the Georgia market. All services subject to this Commission's jurisdiction will continue to be provided under certificates of public convenience and necessity granted by this Commission.

As noted above, the *Pro Forma* Transaction is being undertaken in order to support the Financing Transaction, whereby GulfCo's affiliates, Uniti Fiber ABS Issuer LLC and Uniti Fiber TRS Issuer LLC, will issue notes of up to $400,000,000 supported by GulfCo's guarantee and pledge of its assets, including its assets in Georgia. Specifically, GulfCo plans to participate as guarantor or co-guarantor and to pledge its assets as security as further described below. The participation of GulfCo in the Financing Transaction is necessary to allow its corporate parents to undertake the anticipated financing arrangements.

Issuers: Uniti Fiber ABS Issuer LLC and Uniti Fiber TRS Issuer LLC.

Issuance Instruments: The issuance is expected to take place through a set of individually established tranches. The total number of tranches is expected to be four (4), but may be adjusted at the time of the issuance depending on market conditions.

Aggregate Principal Amount: To be determined at closing, but expected to be up to $400 million.[1]

Maturity: The notes are expected to be repaid within five (5) years of issuance, but will hold a thirty (30)-year legal maturity date, expected to expire on or around January 2056.

Interest Rate: To be determined at the time of closing on a tranche-by-tranche basis, but expected to be no higher than 8.5% on a blended rate basis. However, the final rate will be established by market conditions at the time of closing.

Guarantees and Security: The notes will be guaranteed by GulfCo, which will also pledge its assets as security.

Purpose: The Issuers may use the net proceeds to fund transaction expenses and for other general corporate purposes such as capital and other investments in the business.[2]

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[1] GulfCo previously entered into other financing arrangements prior to certification in Georgia, which did not include any Georgia assets or customers in the total aggregate amount of approximately $489 million. It will seek confirmation the debt ratings of those pre-existing financing arrangements as part of the issuance described herein.

[2] GulfCo submits that the Financing Transaction described herein qualifies for the exemption from the approval requirements of O.C.G.A § 46-2-28 provided by O.C.G.A § 46-2-28(g) because the Financing

Following the transactions, Southern Light and ANS may continue to provide telecommunications services to other existing customers that are not assigned to GulfCo, as well as future customers. Therefore, they intend to retain their authority to provide telecommunications services issued by the Commission at this time.

PUBLIC INTEREST CONSIDERATIONS

The transactions will benefit the financial condition of Uniti Group Inc. and its current and future subsidiaries, including the Parties, and allow them to become more effective competitors in the communications industry. The Parties' participation in the transactions described herein is necessary and appropriate, will not impair the Parties' ability to operate and provide their services, and will promote their corporate purposes. Their participation in the transactions will be transparent to the Parties' customers and will not disrupt service or cause customer confusion or inconvenience.

CONCLUSION

An original and seven (7) copies of this letter are enclosed for filing. Please date-stamp the enclosed extra copy and return it in the self-addressed, stamped envelope. Should you have any questions concerning this filing please do not contact the undersigned.

Respectfully Submitted,

/s/ Jeffrey R. Strenkowski

/s/ Victor M. Noriega

Counsel to the Parties

Arrangements are an interstate transaction as evidenced by the following: (i) the Parties are wholly owned subsidiaries of a parent company domiciled outside of Georgia, (ii) the Financing Arrangements are between parent companies of the Parties and a national bank or other lending or financial institution licensed or authorized to enter into such financing arrangements by a state or federal agency; and (iii) the Parties plan to provide a guaranty and a related pledge of assets as collateral or other security to the lenders in order to accommodate the financing arrangements of the primary obligor. Should the Commission determine that the exemption does not apply, the Parties request that the Commission issue a Letter of Acknowledgement to that effect.

EXHIBIT A
SAMPLE CUSTOMER NOTICE

IMPORTANT INFORMATION REGARDING THE TRANSFER OF YOUR SERVICE

Date: [INSERT], 2025

To: [Customer Name]

Account Number: [Customer Account Number]

Subject: Transfer of Your Service to Uniti Fiber GulfCo LLC.

We are writing to inform you that [ANS/Southern Light] (hereinafter "Uniti Fiber") is transferring your service, including your phone number, if any, to Uniti Fiber GulfCo LLC ("Uniti Fiber GulfCo") effective [DATE], 2025 ("Transfer Date"). This transfer is part of a larger transaction whereby Uniti Fiber is assigning certain of its customers located in the southeast region to a newly-formed affiliate. While Uniti Fiber GulfCo will be the company that you receive service from after the Transfer date, it will continue to be managed by the same team as Uniti Fiber, it will continue to operate in the same way that Uniti Fiber operates today, and you will continue to be able to manage your service and account in the same way you do today.

What you can expect:

- No changes to the rates and terms of your service are expected to result from the transfer of your service to Uniti Fiber GulfCo for twelve (12) months after the Transfer Date. Affected customers are able to choose an alternative provider at no charge for six (6) months after the Transfer Date. Any future changes to the rates or terms of your service will be made only in accordance with your service agreement, and you will be notified of any such changes by Uniti Fiber GulfCo pursuant to the terms of that agreement.

- Your phone number, if there is one associated with your service, will remain the same.

- You will continue to receive billing statements from Uniti Fiber until your account is migrated to a new billing system for Uniti Fiber GulfCo. You will continue to be responsible for paying your bills to Uniti Fiber, as you have done in the past, until the transfer is complete, at which time you will be responsible for paying your bills issued by Uniti Fiber GulfCo.

- **NOTE: In the coming weeks Uniti Fiber GulfCo will provide you with new bill payment instructions, which may require a change to the address and/or bank account that you send your service payments to.** If you obtain multiple services from Uniti Fiber, some services may be retained by Uniti Fiber depending on which services you receive and where you receive them. In those situations, we will also provide further information.

What you need to do:

- Review the information in this letter.

- Follow the new payment instructions from Uniti Fiber GulfCo when they are issued. You will eventually need to change the address and/or bank account where you send your payments in order for those payments to be received by Uniti Fiber GulfCo. It is important that you update your payments to reflect these changes as soon as possible once you receive those instructions.

- If you have previously arranged a preferred carrier freeze, that freeze will be lifted to enable the transfer of your service to Uniti Fiber GulfCo. If you would like a freeze to be reinstated after the transfer, you will need to request a new freeze after the transfer occurs. You can do this by contacting customer service at the number below.

Uniti Fiber GulfCo and Uniti Fiber intend to make the transition of your service as seamless as possible and will work to minimize any issues or concerns associated with the transition of your service to Uniti Fiber GulfCo. Your sales, customer service, and billing contacts will continue to be the same following the Transfer Date, and we look forward to providing you with the same quality services and superior customer services as you currently receive. If your services are not provided pursuant to a service agreement or other contract, then you may have the right to change service providers, but must notify Uniti Fiber GulfCo if you plan to do so prior to the Transfer Date. If your services are provided under a service agreement, master services agreement, or other contract, then the terms of that contract will continue to apply and you may be responsible for fees or other charges should you choose to change to a new service provider as set forth in the terms of that contract.

If you have any questions or concerns, please do not hesitate to contact us.

Billing or Account Questions: 251-662-1170

Service Issues 24/7: 1-877-652-2321

Sincerely,

Uniti Fiber and Uniti Fiber GulfCo LLC

VERIFICATION

State of Alabama §
§ ss:
County of Mobile §

I, Kelly McGriff, being duly sworn, deposes and says that I am the Vice President, Deputy General Counsel of Uniti Group Inc., that I am authorized to make this Verification on behalf of Uniti Group Inc. and its subsidiaries, including the Parties, that the foregoing document was prepared under my direction and supervision, and that the contents are true and correct to the best of my knowledge, information and belief.

Kelly McGriff
Vice President, Deputy General Counsel
Uniti Group Inc.

Sworn and subscribed to me this 28th day of August, 2025.

Notary Public

My commission expires: 11/4/28

JESSICA KAISER
My Commission Expires
November 4, 2028