

# Morgan Lewis

**Anthony C. DeCusatis**  
**Catherine G. Vasudevan**  
anthony.decusatis@morganlewis.com  
catherine.vasudevan@morganlewis.com

April 5, 2018

**VIA FEDERAL EXPRESS**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Application of Southern Light, LLC t/a Uniti Fiber PA for Approval to Provide: (1) Resold and Facilities-Based Local Exchange Telecommunications Services in the Service Territories of Verizon Pennsylvania, Inc., Verizon North, Inc., United Telephone Company of Pennsylvania LLC d/b/a CenturyLink, Frontier Communications of Pennsylvania, LLC, Frontier Commonwealth Telephone Company, Frontier Communications of Breezewood, Frontier Communications of Canton, Frontier Communications of Lakewood, and Frontier Communications of Oswayo River; (2) Resold and Facilities-Based Interexchange Services Throughout the Commonwealth of Pennsylvania; and (3) Competitive Access Provider Services Throughout the Commonwealth of Pennsylvania.**

Dear Secretary Chiavetta:

Enclosed for filing with the Pennsylvania Public Utility Commission ("Commission") is the above-captioned Application of Southern Light, LLC t/a Uniti Fiber PA ("Application"). The Application is accompanied by Exhibits A through I, which include the Applicant's proposed Competitive Local Exchange Carrier tariff (Exhibit E), proposed Switched Access tariff (Exhibit F) and proposed Competitive Access Provider tariff (Exhibit G). Other accompanying exhibits are identified and discussed in the body of the Application. Also attached to the Application, immediately following its signature page, are: (1) an original signed and notarized Affidavit ("Affidavit"); and (2) an original signed and notarized Verification Statement. We have also enclosed a check for \$250 payable to the Commonwealth of Pennsylvania to cover the required filing fee.

Copies of the Application are being served upon the parties, and in the manner, set forth in the Certificate of Service that is attached as the last document at the end of the Application and Exhibits. Additionally, as stated in the Affidavit, all of the appropriate 911 Coordinators are being contacted via a letter, in the form included in Exhibit I, being sent via Certified Mail.

**Morgan, Lewis & Bockius LLP**

1701 Market Street  
Philadelphia, PA 19103-2921  
United States

+1.215.963.5000  
+1.215.963.5001

Rosemary Chiavetta, Secretary  
April 5, 2018  
Page 2

Please acknowledge receipt and acceptance of this filing by date-stamping the additional copy of this letter that we have enclosed for that purpose and return it to us in the stamped, addressed envelope that we have also enclosed. If you have any questions, please do not hesitate to contact the persons listed in the Application.

Respectfully submitted,



Anthony C. DeCusatis  
Catherine G. Vasudevan

Enclosures

DB1/ 96927132.1

## CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of April, 2018, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

**Office of Consumer Advocate**  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

**Office of Small Business Advocate**  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

In addition, a copy of the foregoing Competitive Local Exchange Carrier and Competitive Access Provider application is also served this day by first class mail on the following Incumbent Local Exchange Carriers:

Verizon Pennsylvania Inc.  
Verizon North LLC  
Stephanie Ulrich  
Strawberry Square, 12th Floor  
Harrisburg, PA 17101

United Telephone Company of Pennsylvania LLC d/b/a CenturyLink  
David Bonsick, Director Govt & Public Affairs  
Payne Shoemaker Building  
240 North Third Street, Suite 201  
Harrisburg, PA 17101

Frontier Communications of Pennsylvania, LLC  
Frontier Commonwealth Telephone Company  
Frontier Communications of Breezewood  
Frontier Communications of Canton  
Frontier Communications of Lakewood  
Frontier Communications of Oswayo River  
100 CTE Drive  
Dallas, PA 18612



---

Anthony C. DeCusatis  
PA ID No. 25700

**Application of:**

\_\_\_\_ Southern Light, LLC \_\_\_\_\_, t/a \_\_\_\_\_ Uniti Fiber PA \_\_\_\_\_,

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

- 1. IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602  
Tel: (251) 662-1170  
Fax: 501-537-0769 (Attn: Legal Department)

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

None.

- 2. ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Anthony C. Decusatis  
PA I.D. No. 25700  
Catherine G. Vasudevan  
P.A. I.D. No. 210254  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
215-963-5000 (tel)  
215-963-5001 (fax)  
[anthony.decusatis@morganlewis.com](mailto:anthony.decusatis@morganlewis.com)  
[catherine.vasudevan@morganlewis.com](mailto:catherine.vasudevan@morganlewis.com)

- 3. CONTACTS:**

**A) APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

Anthony C. Decusatis  
PA I.D. No. 25700

Catherine G. Vasudevan  
P.A. I.D. No. 210254  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
215-963-5000 (tel)  
215-963-5001 (fax)  
[anthony.decusatis@morganlewis.com](mailto:anthony.decusatis@morganlewis.com)  
[catherine.vasudevan@morganlewis.com](mailto:catherine.vasudevan@morganlewis.com)

With copies to:

Jeffrey R. Strenkowski  
Vice President, Deputy General Counsel  
Uniti Fiber Inc.  
10802 Executive Center Drive, Suite 300  
Little Rock, AR 72211  
Tel: (307) 774-0461  
Email: [Jeffrey.strenkowski@uniti.com](mailto:Jeffrey.strenkowski@uniti.com)

and

Ronald Del Sesto  
Danielle Burt  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Ave, NW  
Washington, DC 20004-2541  
Tel: (202) 739-3000  
Fax: (202) 739-3001  
Email: [ronald.delsesto@morganlewis.com](mailto:ronald.delsesto@morganlewis.com)  
[danielle.burt@morganlewis.com](mailto:danielle.burt@morganlewis.com)

**B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

The initial contact is Southern Light's Network Control Center, which is staffed 24x7:

Tel: 877-652-2321  
[NOC@uniti.com](mailto:NOC@uniti.com)  
107 St. Francis Street, STE 1800  
Mobile, AL 36602

If escalation is necessary, the following is the contact:

Gabe Watson, Vice President - Operations

Tel: 251-662-1435  
[Gabe.watson@uniti.com](mailto:Gabe.watson@uniti.com)  
107 St. Francis Street, STE 1800  
Mobile, AL 36602

**C) RESOLVING COMPLAINTS:** Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Jeffrey R. Strenkowski  
10802 Executive Center Drive  
Benton Building Suite 300  
Little Rock, AR 72211  
Tel: 301-774-0461  
Fax: 501-537-0769  
[Jeffrey.strenkowski@uniti.com](mailto:Jeffrey.strenkowski@uniti.com)

4. **FICTITIOUS NAME:**           Uniti Fiber PA

The Applicant will not be using a fictitious name.

The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. § 311, Form PA-953.

A copy of Southern Light's fictitious name filing is attached as Exhibit A.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

- Sole proprietor
- Domestic general partnership
- Domestic corporation
- Domestic limited partnership
- Domestic limited liability company
- Domestic limited liability partnership
- \*Foreign corporation
- \*Foreign general or limited partnership
- \*Foreign limited liability company
- \*Foreign limited liability general partnership
- \*Foreign limited liability limited partnership

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

CT Corporation System, 116 Pine St # 320, Harrisburg, PA 17101

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

Please see Exhibit B for Southern Light's Certificate of Authority to Transact Business in Pennsylvania and Exhibit C for Southern Light's Articles of Organization.

The Applicant is incorporated in the State of Alabama.

Give name and address of officers:

Officers:

Kenneth Gunderman	Chief Executive Officer
Mark Wallace	Executive Vice President – Chief Financial Officer and Treasurer
Daniel Heard	Executive Vice President – General Counsel and Secretary
Mike Friloux	Senior Vice President – Chief Technology Officer
Blake Schuhmacher	Vice President – Chief Accounting Officer
Keith Harvey	Vice President – Deputy General Counsel
Jeffrey Strenkowski	Vice President – Deputy General Counsel of Governmental Affairs
Arnoud Krijt	Vice President – Corporate Development
Allison Taylor	Vice President – Operations
Jennifer Ragsdale	Vice President – Human Resources
Sasibeh Beyene	Vice President – Tax
James Volk	Vice President – Finance & Investor Relations
Rick Chura	Vice President – Information Technology
Kelly McGriff	Vice President – Deputy General Counsel
Andy Newton	President – Infrastructure and Operations
Greg Ortyl	Sr. Vice President – Sales
Robert Leithman	Sr. Vice President – Enterprise Sales
Eric Daniels	Sr. Vice President – Operations
Paul Bullington	Sr. Vice President – Finance
Thomas Payne	Vice President – Service Delivery & Carrier Relations

Greg Tapscott	Vice President – Controller
Julie Plowman	Vice President – Deputy General Counsel
Jon Gifford	Vice President – Government Sales
Lindsay Derrick	Vice President – Broadband
Gary Tomeo	Vice President – Controller
Jack De La Garza	Vice President – Engineering
William Hanes	Vice President – Communications & Public Affairs
Christopher Jones	Vice President – Strategy & Business Development
Gavin O’Connell	Vice President – Strategic Finance
Patricia Morrison	Vice President – Controller
Christopher Parra	Vice President – Small Cell Networks
Joseph Patton	Vice President – Sales Engineering
Andru Bramlett	Vice President – OSP
Jason Wells	Vice President – ISP and Field Operations
Gabe Watson	Vice President – Operations
Wayne Curry	Vice President – Administration
Ryan Fitzgerald	Vice President – Financial Planning and Analysis
Stephen Smith	Vice President - Integration

Each of these officers can be reached at

107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Biographies of Southern Light’s key personnel are provided as Exhibit D.

**6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

Applicant's affiliate PEG Bandwidth PA, LLC is authorized as a Competitive Access provider in Pennsylvania pursuant to authority granted in Docket No. A-2012-2301870. PEG Bandwidth can be contacted at: 107 St. Francis Street, Suite 1800, Mobile, AL 36602.

Applicant's affiliate Talk America Services, LLC is authorized as an interexchange toll services provider in Pennsylvania pursuant to authority granted in Docket No. A-2014-2441956 and competitive local exchange provider pursuant to authority granted in Docket No. A-2014-2441958. Talk America Services can be contacted at 10802 Executive Center Drive, Benton Building Suite 300, Little Rock, AR 72211

**7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:**

The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

The following affiliates of Southern Light currently are rendering public utility services outside Pennsylvania:

Contact Network, LLC (dba InLine)
PEG Bandwidth DC, LLC
PEG Bandwidth DE, LLC
PEG Bandwidth IA, LLC
PEG Bandwidth IL, LLC
PEG Bandwidth LA, LLC
PEG Bandwidth MA, LLC
PEG Bandwidth MD, LLC
PEG Bandwidth MS, LLC
PEG Bandwidth NJ, LLC
PEG Bandwidth NY, LLC
PEG Bandwidth TX, LLC
PEG Bandwidth VA, LLC
Uniti Fiber LLC
Talk America Services, LLC
Hunt Telecommunications, LLC
Nexus Systems, LLC
Tower Cloud, Inc.

Each of these entities can be reached at: 107 St. Francis Street, Suite 1800, Mobile, AL 36602.

**8. APPLICANT'S PRESENT OPERATIONS:** (Select and complete the appropriate statement)

The applicant is not presently doing business in Pennsylvania as a public utility.

The applicant is presently doing business in Pennsylvania as a:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier.

Incumbent Local Exchange Carrier.

Other (Identify).

**9. APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier.

Incumbent Local Exchange Carrier

Other (Identify).

**10. PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. Provide a brief description of the facilities the Company will use to provide services. Specify whether those facilities are Company-owned or obtained from other companies as UNEs or on a resold basis.

(a) Southern Light seeks authority to provide facilities-based and resold competitive local exchange services, including but not limited to ethernet services, wavelength services, switched access services, access to emergency services, access to operator services, access to interexchange service, access to directory assistance, and other ancillary services. The Company will utilize its own facilities and lease facilities from other certificated carriers in Pennsylvania to provide services.

(b) Southern Light seeks authority to also provide facilities-based and resold interexchange telecommunications services. The Company will utilize its own facilities and lease facilities from other certificated carriers in Pennsylvania to provide services.

(c) Southern Light seeks authority to provide competitive access provider services that may include private line transmission services. The Company will utilize its own facilities and lease facilities from other certificated carriers in Pennsylvania to provide services.

**11. SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

(a) Southern Light seeks to provide resold and facilities-based local exchange telecommunications services the service territories of Verizon Pennsylvania, Inc. ("Verizon-PA"), Verizon North, Inc. ("Verizon-NE"), United Telephone Company of Pennsylvania LLC d/b/a CenturyLink ("CenturyLink"), Frontier Communications of Pennsylvania, LLC, Frontier Commonwealth Telephone Company, Frontier Communications of Breezewood, Frontier Communications of Canton, Frontier Communications of Lakewood, and Frontier Communications of Oswayo River.

(b) Southern Light seeks to provide resold and facilities-based interexchange services throughout the Commonwealth of Pennsylvania.

(c) Southern Light seeks to provide Competitive Access Provider services throughout the Commonwealth of Pennsylvania.

**12. MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

(a) Competitive Local Exchange Carrier: Business, enterprise and wholesale customers.

(b) Interexchange Services: Business, enterprise and wholesale customers.

(c) Competitive Access Provider: Business, enterprise and wholesale customers.

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

Pursuant to 66 Pa. C.S. § 3018(a) and § 3018(b)(2), interexchange services have been deemed competitive and tariffs are not mandatory. Southern Light does not intend to file a tariff for interexchange services.

Please see Exhibit E for Southern Light's proposed CLEC tariff.

Please see Exhibit F for Southern Light's proposed switched access tariff.

Please see Exhibit G for Southern Light's proposed CAP tariff.

14. **FINANCIAL: *Attach the following to the Application:***

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

Southern Light is a wholly-owned, direct subsidiary of Uniti Fiber Holdings, Inc. and a wholly-owned, indirect subsidiary of Uniti Group Inc., a publicly traded corporation (NASDAQ: UNIT). Southern Light is well-qualified financially to operate within Pennsylvania. Southern Light possesses the requisite financial resources to provide all forms of resold and facilities-based local exchange, interexchange and competitive access provider telecommunications services. In support of its financial qualification, please see Uniti Group Inc.'s most recent audited financial statements which are attached as Exhibit H.

Southern Light will maintain its records at its headquarters in Alabama. Applicant keeps nationwide balance sheets and income statements. Thus, Applicant cannot project a Pennsylvania-specific balance sheet and income statement for the first year of

operations in the Commonwealth. The custodian for Southern Light's accounting records is: Blake Schuhmacher, Vice President – Chief Accounting Officer.

15. **START DATE:** The Applicant proposes to begin offering services on or about April 30, 2018 or as soon as possible after obtaining certification from the Pennsylvania PUC.
16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

Not applicable.

17. **NOTICE:** Pursuant to 52 Pa. Code § 5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

**Office of Consumer Advocate**  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

**Office of Small Business Advocate**  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

***A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.***

A Certificate of Service is attached to this Application.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

Not applicable.

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an

administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Neither Southern Light nor any person identified in this Application has been convicted of a crime involving fraud or similar activity.

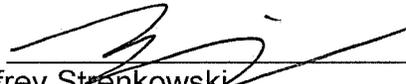
- 20. FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§ 4903 and 4904, relating to perjury and falsification in official matters.

This Application complies with 18 Pa. C.S. §§4903 and 4904.

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant:

Southern Light, LLC

By:   
Jeffrey Strenkowski

Title: Vice President, Deputy General Counsel  
of Governmental Affairs

22.

AFFIDAVIT

State of \_\_\_\_\_ :  
: District of Columbia, City of Washington, D.C. ss.  
County of \_\_\_\_\_ :

Jeffrey Strenkowski, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the Vice President, Deputy General Counsel of Governmental Affairs of Southern Light, LLC;

That Affiant is authorized to and does make this affidavit for said corporation;

That Southern Light, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That Southern Light, LLC, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Southern Light, LLC, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.pa.gov>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

That the facts above set forth are true and correct] to the best of Affiant's knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 3rd day of April, 2018.  
Month Year

  
\_\_\_\_\_  
Signature of official administering oath

My Commission expires \_\_\_\_\_ **My Commission Expires**  
**October 14, 2019**



23. § 1.36 Verification.

## Verification

---

I, Jeffrey Strenkowski, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

4/3/18  
Date

  
Signature

Jeffrey Strenkowski  
Printed name

District of Columbia: SS

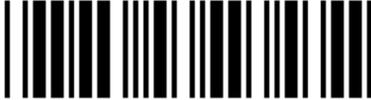
Sworn to and subscribed before me on  
the 3rd day of April, 2018



Sonja Sykes-Minor Notary Public  
My Commission Expires October 14, 2019



**PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: <b>C T Corporation System C T Corporation System</b> Name <b>1209 Orange Street,</b> Address <b>Wilmington DE 19801</b> City State Zip Code <input type="checkbox"/> Return document by email to: _____	<b>Registration of Fictitious Name</b> DSCB:54-311 (rev.2/2017)  <b>311</b>
---	--

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

**Fee: \$70.00**

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

**In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:**

1. **The fictitious name is:**  
**Uniti Fiber PA LLC**

2. **A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:**  
**Provision of Telecommunications Services and Infrastructure**

3. **The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):**  
**10802 Executive Center Drive, Little Rock AR 72211 Out Of State**  
**Benton Building, Suite 300**  
Number and street City State Zip County

4. **The name and address, including number and street, if any, of each individual interested in the business is:**

Name	Number and Street	City	State	Zip
_____				

5. Each entity, other than an individual, interested in such business is (are):

<b>Southern Light, LLC</b>	<b>Limited Liability Company</b>	<b>AL</b>
<b>Name</b>	<b>Form of Organization</b>	<b>Organizing Jurisdiction</b>
<b>10802 Executive Center Drive, Benton Building, Suite 300, Little Rock, Out Of State, AR, United States, 72211</b>		
<b>Principal Office Address</b>		
<b>PA Registered Office, if any</b>		

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. (Optional): The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

---

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration of Fictitious Name to be executed this  
18th day of December, 2017.

Southern Light, LLC  
Entity Name

Daniel Heard  
Signature

EVP - General Counsel & Secretary  
Title

**PENNSYLVANIA DEPARTMENT OF STATE  
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<p>Document will be returned to the name and address entered below.                  Nick Alvarez</p> <hr/> <p>Name                  124 W Capitol Ave, Suite 200,</p> <hr/> <p>Address                  Little Rock                      AR                      72201</p> <hr/> <p>City                                      State                                      Zip Code</p>	<p>Foreign Registration Statement                  DSCB: 15-412                  (rev. 2/2017)</p>  <p><b>412</b></p>
--	--

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$250.00                       I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Business Corporation                 | <input type="checkbox"/> Limited Partnership                     | <input type="checkbox"/> Business Trust           |
| <input type="checkbox"/> Nonprofit Corporation                | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership   |   |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Southern Light, LLC

2A. If the name in 2 does not contain a required designator *or* if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation: AL

4. The street and mailing address of the association's principal office.

10802 Executive Center Drive, Benton Building, Suite 300	Little Rock	AR	72211
Number and street	City	State	Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

2 North Jackson St, Suite 605	Montgomery	AL	36104
Number and street	City	State	Zip



1150  
2w  
1302

**AMENDED ARTICLES OF ORGANIZATION**

**OF**

**SOUTHERN LIGHT, LLC**

THE UNDERSIGNED, being all the members of Southern Light, LLC, desiring to amend and restate the Articles of Organization of Southern Light, LLC, an Alabama Limited Liability Company whose Articles of Organization were initially filed with the Mobile County Probate Court on July 29, 1998 (the "Original Articles"), do hereby adopt the following Amended Articles of Organization, pursuant to the provisions of the Alabama Limited Liability Company Act as codified in Chapter 12, Title 10, Code of Alabama (1997), as amended (the "Act"):

**ARTICLE ONE**

**NAME OF COMPANY:** The name of the limited liability company is SOUTHERN LIGHT, LLC (the "Company").

**ARTICE TWO**

**DURATION:** The period for the duration of the Company shall be perpetual, and the Company shall continue until it is dissolved in accordance with the provisions of Article Seven hereof and the Act.

**ARTICLE THREE**

**PURPOSES:** The purposes for which the Company is organized are:

- (a) To own, operate, manage, and otherwise deal in, and with respect to, communications facilities, equipment and services of all kinds;
- (b) To buy, sell, lease, manage, and own real and personal property of every kind; and
- (c) In general, to take any and all actions, and to exercise any and all powers which it might now or hereafter be lawful for a limited liability company to do or exercise under the Act, or any act amendatory thereof or supplemental thereof that may be now or hereafter in force.

#### **ARTICLE FOUR**

**REGISTERED OFFICE AND AGENT:** The address of the registered office of the Company is as follows:

3632 Dauphin Street, Suite 101-B  
Mobile, Alabama 36608

and the name of the registered agent of the Company at said address is as follows:

Timothy W. Kaufman

#### **ARTICLE FIVE**

**MEMBER:** The name and mailing address of the Member of the Company is as follows:

SLF HOLDINGS, LLC  
156 St. Anthony Street  
Mobile, Alabama 36603

#### **ARTICLE SIX**

**ADDITIONAL OR SUBSITUTE MEMBERS:** Additional Members, as that term is defined in the Operating Agreement of the Company, may be admitted as Members to the Company, but only upon the unanimous written consent of the then existing Members.

Except as otherwise provided in the Operating Agreement of the Company, no transferee, designee, or legal representative of a Member shall become a Substitute Member, as that term is defined in the Operating Agreement of the Company, without the unanimous written consent of all of the non-transferring Members.

#### **ARTICLE SEVEN**

**DISSOLUTION OF COMPANY:** Notwithstanding any provision to the contrary, the Company shall continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Members, or any other event that terminates the continued Membership of a Member, except as specifically provided in Section 10-12-37 of the Act.

**ARTICLE EIGHT**

**MANAGEMENT:** The Company shall be managed by its Members.

**ARTICLE NINE**

**NO LIABILITY:** The Members of the Company shall have no liability for any debt, obligation, or liability of the Company, as provided in the Act.

**IN WITNESS WHEREOF,** the undersigned Member has hereunto affixed its signature on this the 12 day of December, 2007.

**MEMBER:**  
SLF HOLDINGS, LLC

By: *Julia Wallace*  
As Its *President*

This instrument prepared by:

Timothy W. Kaufman, Esq.  
3632 Dauphin Street, Suite 101-B  
Mobile, Alabama 36608 (251) 460-5280

State of Alabama-Mobile County  
I certify this instrument was filed on:  
December 18, 2007 3:40:12 PM  
RECORDING FEE \$10.00  
S.R. FEE \$2.00  
RECORDING FEES \$1.00  
TOTAL AMOUNT \$13.00

2007097691  
Don Davis, Judge of Probate

CERTIFIED TRUE COPY  
Probate Court of Mobile Co., AL  
Don Davis, Judge

Signature: *Joe McEarcher Jr.*  
Joe McEarcher Jr., Chief Clerk  
Date: 19TH DECEMBER 2014  
(Not valid unless in red ink with raised seal of court)

## **Exhibit D**

### **Key Personnel Biographies**

#### **Andy Newton**

Andy Newton is President of Infrastructure and Operations at Uniti Fiber. Andy recently joined Uniti Fiber through the acquisition of Southern Light, LLC, where he was a founder in 1998, and served as Chief Executive Officer. Andy brings significant experience to Uniti Fiber, after turning Southern Light into a major deployer of fiber optic networks and related services throughout the U.S. Gulf Coast region.

#### **Greg Ortyl**

Greg Ortyl is Senior Vice President of Sales at Uniti Fiber. Ortyl is a seasoned technology sales executive with a long history of building lasting relationships across the telecommunications industry. Prior to the creation of Uniti Fiber, Ortyl held the same role at PEG Bandwidth and has focused much of his career on the wireless backhaul industry.

Prior to working at PEG, Ortyl served as vice president and director of backhaul sales at Level 3 Communications. In this role he managed a team of sales people and formed key relationships with major US wireless carriers. He also held the position of national account director at FiberTower.

#### **Eric Daniels**

Eric Daniels is Senior Vice President of Operations at Uniti Fiber. Eric recently joined Uniti Fiber through the acquisition of Southern Light, LLC, where he served as Chief Operating Officer.

#### **Robert Leithman**

Robert Leithman is Senior Vice President of Enterprise Markets at Uniti Fiber. Robert recently joined Uniti Fiber through the acquisition of Hunt Telecommunications, where he was a founder, and served as the company's President.

#### **Tom Guard**

Tom Guard is Senior Vice President, Finance and Administration for Uniti Fiber. With more than 25 years in corporate finance, mergers and acquisitions and accounting. Guard leads Uniti Fiber's corporate finance and planning functions. Before the creation of Uniti Fiber, Guard served in the same position for Tower Cloud. Prior to joining Tower Cloud, he was senior vice president and treasurer of Global Signal where he was a member of the executive team that turned Global Signal from bankruptcy into one of the largest publicly traded wireless tower companies in North America.

**Paul Bullington**

Paul Bullington is Senior Vice President of Finance for Uniti Fiber. Paul recently joined Uniti Fiber through the acquisition of Southern Light, LLC, where he served as Chief Financial Officer.

**Tom Payne**

Tom Payne is Vice President of Marketing, Carrier Relations, and Service Delivery for Uniti Fiber. Payne's responsibilities include all purchasing of dark fiber, lit services, and high availability space. He is also responsible for Uniti Fiber's marketing department including product definitions, pricing, and marketing communications.

Prior to the creation of Uniti Fiber, Payne held the same role at PEG Bandwidth. Before his time with PEG he held several senior positions in marketing or planning at Zayo Communications, Citynet Fiber Network, AFN Communications, Williams Communications, EDS and Nortel Network.

---

Competitive Local Exchange Carrier Tariff

---

**Southern Light, LLC**

COMPETITIVE LOCAL EXCHANGE CARRIER  
Regulations and Schedule of Charges

The company will mirror the exchange boundaries as stated in the tariffs of  
Verizon North LLC Telephone PA P.U.C. Nos. 1, 3, 5, 6  
Verizon Pennsylvania LLC Telephone PA P.U.C. Nos. 180A, 182, 182A, 185B, 185C  
CenturyLink PA P.U.C. No. 27; Frontier Communications of Pennsylvania, LLC PA  
P.U.C. No. 14; Frontier Commonwealth Telephone Company PA P.U.C. No. 24;  
Frontier Communications of Breezewood PA P.U.C. No. 5; Frontier Communications  
of Canton PA P.U.C. No. 3; Frontier Communications of Lakewood, LLC PA P.U.C.  
No. 5; Frontier Communications of Oswayo River PA P.U.C. No. 5

The Company's tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

Competitive Local Exchange Carrier Tariff

---

List of Modifications

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

## Competitive Local Exchange Carrier Tariff

## CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>
<b>Title Page</b>	Original
<b>List of Modifications</b>	Original
<b>Check Sheet</b>	
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
<b>Table of Contents</b>	
1	Original
2	Original
3	Original
4	Original
<b>Section 1</b>	
1	Original
<b>Section 2</b>	
1	Original
2	Original
3	Original
4	Original
5	Original

\* - Indicates pages included with this filing

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

 Competitive Local Exchange Carrier Tariff
 

---

## CHECK SHEET (cont'd.)

**Section 2 (cont'd.)**

6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original

**Section 3**

1	Original
2	Original
3	Original

**Section 4**

1	Original
2	Original
3	Original

**Section 5**

1	Original
2	Original

\* - Indicates pages included with this filing

---

 Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

Competitive Local Exchange Carrier Tariff

---

CHECK SHEET (cont'd.)

**Section 6**

1	Original
2	Original
3	Original
4	Original
5	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original

**Section 7**

1	Original
2	Original
3	Original
4	Original

**Section 8**

1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original

\* - Indicates pages included with this filing

---

Competitive Local Exchange Carrier Tariff

---

CHECK SHEET (cont'd.)

**Section 8 (cont'd.)**

16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	Original
50	Original

\* - Indicates pages included with this filing

---

Competitive Local Exchange Carrier Tariff

---

CHECK SHEET (cont'd.)

**Section 8 (cont'd)**

51	Original
52	Original
53	Original
54	Original
55	Original
56	Original
57	Original
58	Original
59	Original
60	Original
61	Original
62	Original
63	Original
64	Original
65	Original
66	Original
67	Original
68	Original
69	Original
70	Original
71	Original
72	Original
73	Original
74	Original
75	Original
76	Original
77	Original
78	Original
79	Original
80	Original
81	Original

\* - Indicates pages included with this filing

---

Competitive Local Exchange Carrier Tariff

---

CHECK SHEET (cont'd.)

**Section 9**

1	Original
2	Original
3	Original
4	Original

\* - Indicates pages included with this filing

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

Competitive Local Exchange Carrier Tariff

---

TABLE OF CONTENTS

Section 1 – Application of Tariff

1.1 Application of Tariff.....1  
 1.1.1 Service Territory .....1  
 1.1.2 Availability.....1

Section 2 – General Rules and Regulations

2.1 Use of Facilities and Services.....1  
 2.1.1 Obligation of Company .....1  
 2.1.2 Limitations on Liability.....2  
 2.1.3 Use of Service .....3  
 2.1.4 Use and Ownership of Equipment .....3  
 2.1.5 Directory Errors.....3  
 2.2 Minimum Period of Service .....6  
 2.3 Payment for Services Rendered.....7  
 2.3.1 Responsibility for All Charges .....7  
 2.3.2 Deposits .....7  
 2.3.3 Payment of Charges .....9  
 2.3.4 Return Check Charge .....10  
 2.3.5 Return Payment Charge .....10  
 2.3.6 Late Payment Charges.....10  
 2.4 Installation Service ..... 11  
 2.5 Access to Customer's Premises .....11  
 2.6 Telephone Surcharges .....12  
 2.6.1 General.....12

Competitive Local Exchange Carrier Tariff

TABLE OF CONTENTS (Continued)

Section 2 – General Rules and Regulations (Continued)

2.7 Suspension or Termination of Service .....13

2.7.1 Suspension or Termination for Nonpayment .....13

2.7.2 Exceptions to Suspension and Termination .....13

2.7.3 Verification of Nonpayment.....15

2.7.4 Termination for Cause Other Than Nonpayment.....16

2.7.5 Emergency Termination of Service.....19

2.8 Allowances for Interruptions in Service .....20

2.8.1 Credit for Interruptions.....20

2.8.2 Limitations on Credit Allowances.....22

2.9 Automatic Number Identification .....23

2.9.1 Regulations.....23

Section 3 – Connection Charges

3.1 Connection Charge.....1

3.1.1 General .....1

3.2 Restoral Charge.....2

3.3 Reserved For Future Use..... 2

3.4 Reserved For Future Use..... 3

3.5 Primary Interexchange Carrier (PIC) Carrier Charge ..... 3

Competitive Local Exchange Carrier Tariff

TABLE OF CONTENTS (Continued)

Section 4 - Supplemental Services

4.1. Custom Calling Service.....1  
4.1.1 General .....1

4.2 Class Service .....2  
4.2.1 General .....2

4.3 Service and Promotional Trials .....3  
4.3.1 General .....3  
4.3.2 Regulations.....3

Section 5 - Service Offerings

5.1 General .....1

5.2 Service Descriptions.....1  
5.2.1 Metro Ethernet Services .....1  
5.2.2 Private Line Services.....2  
5.2.3 Wavelength Services .....2

Section 6 - Special Services And Programs

6.1 Pennsylvania Telecommunications Relay Service.....1  
6.1.1 General .....1  
6.1.2 Surcharge.....1  
6.1.3 Rates .....3

6.2 Universal Emergency Telephone Number Service (911) .....4  
6.2.1 Glossary of Terms .....4  
6.2.2 General .....5  
6.2.3 Regulations.....6

6.3 Toll Presubscription .....8  
6.3.1 General .....8  
6.3.2 Presubscription Charge Application.....9  
6.3.3 End User Charge Discrepancy .....11  
6.3.4 PIC Switchback Option.....12

---

 Competitive Local Exchange Carrier Tariff
 

---

TABLE OF CONTENTS (Continued)

## Section 7 - Special Arrangements

7.1	Special Construction .....	1
7.1.1	Basis for Charges .....	1
7.1.2	Basis for Cost Computation .....	1
7.1.3	Termination Liability .....	2
7.2	Non-Routine Installation and/or Maintenance .....	4
7.3	Individual Case Basis (ICB) Arrangements .....	4

## Section 8 – Service and Calling Areas

8.1	Service Area .....	1
8.2	Calling Areas .....	2
8.2.1	Verizon North .....	2
8.2.2	Verizon Pennsylvania.....	14
8.2.3	Verizon Pennsylvania – Philadelphia Local .....	49
8.2.4	Verizon Pennsylvania - Philadelphia Suburban.....	51
8.2.5	Verizon Pennsylvania – Pittsburgh Local.....	56
8.2.6	Verizon Pennsylvania – Pittsburgh Suburban .....	57
8.2.7	CenturyLink .....	58
8.2.8	Frontier Communications of Pennsylvania, LLC .....	70
8.2.9	Frontier Commonwealth Telephone Company.....	71
8.2.10	Frontier Communications of Breezewood .....	78
8.2.11	Frontier Communications of Canton .....	79
8.2.12	Frontier Communications of Lakewood, LLC .....	80
8.2.13	Frontier Communications of Oswayo River .....	81

## Section 9 – Rates and Charges .....

9.1	Metro Ethernet Services.....	1
9.2	Private Line Services .....	2
9.3	Wavelength Services.....	3
9.4	Service Elements.....	4

---

 Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

---

Competitive Local Exchange Carrier Tariff

---

EXPLANATION OF NOTES

- (C) Indicates Changed Regulation
- (I) Indicates Rate Increase
- (D) Indicates Rate Decrease

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

Competitive Local Exchange Carrier Tariff

---

APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by Southern Light, LLC, as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Pennsylvania.

1.1.1 Service Territory

Southern Light, LLC will provide service within the territories of Verizon North LLC, Verizon Pennsylvania LLC, CenturyLink and Frontier Communications within the State of Pennsylvania.

1.1.2 Availability

Service is available where facilities permit. Only those services for which rates are provided are currently available.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.1 USE OF FACILITIES AND SERVICE (Continued)

2.1.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.1 USE OF FACILITIES AND SERVICE (Continued)

2.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.1 USE OF FACILITIES AND SERVICE (Continued)

2.1.5 Directory Errors (continued)

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.1 USE OF FACILITIES AND SERVICE (Continued)

2.1.5 Directory Errors (continued)

- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

When service does not begin on the first day of the monthly billing cycle, or end on the last day of the monthly billing cycle, the charge for the fractional part of the month in which service was furnished will be calculated on a pro-rata basis.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.3 PAYMENT FOR SERVICE RENDERED (Continued)

2.3.2 Deposits (Continued)

a. Interest on Deposits

Simple interest at the rate of 6% shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.3 PAYMENT FOR SERVICE RENDERED (Continued)

2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded.

The due date for payment of a bill may be no less than 20 days from the date of transmittal; that is, the date of mailing or physical delivery to the customer.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.3 PAYMENT FOR SERVICE RENDERED (Continued)

2.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge as listed in the Rates and Charges in Section 9 of this tariff. This charge will be in addition to any charges assessed by any bank.

2.3.5 Return Payment Charge

When any form of payment, other than a check, that has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Payment Charge as listed in the Rates and Charges in Section 9 of this tariff. This charge will be in addition to any charges assessed by any bank.

2.3.6 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.25% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.6 TELEPHONE SURCHARGES

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as appropriate.

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Suspension will not be made until at least 7 days after written notification has been mailed to the customer.
- B. Termination shall not be made until at least 10 days after suspension of service.

Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

2.7.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which has not been rendered;

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.2 Exceptions to Suspension and Termination (continued)

- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Utility Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.4 Termination For Cause Other Than Nonpayment (Continued)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.4 Termination for Cause Other Than Nonpayment (Continued)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.7.4 Termination for Cause Other Than Nonpayment (Continued)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.7.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.8.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  - i. if interruption continues for less than 24 hours:
    - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - ii. if interruption continues for more than 24 hours:
    - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Continued)

2.8.1 Credit for Interruptions (Continued)

c. (cont'd)

ii. (cont'd)

- b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Continued)

2.8.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.9 AUTOMATIC NUMBER IDENTIFICATION

2.9.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 5) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

---

Competitive Local Exchange Carrier Tariff

---

Section 2 - GENERAL RULES AND REGULATIONS (Continued)

2.9 AUTOMATIC NUMBER IDENTIFICATION (Continued)

2.9.1 Regulations (Continued)

- 6) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24-month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

---

Competitive Local Exchange Carrier Tariff

---

Section 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

---

Competitive Local Exchange Carrier Tariff

---

Section 3 - CONNECTION CHARGES (Continued)

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

3.3 RESERVED FOR FUTURE USE

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

Competitive Local Exchange Carrier Tariff

---

Section 3 - CONNECTION CHARGES (Continued)

3.4 RESERVED FOR FUTURE USE

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

Competitive Local Exchange Carrier Tariff

---

SECTION 4 - SUPPLEMENTAL SERVICES

4.1 CUSTOM CALLING SERVICE

4.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

Competitive Local Exchange Carrier Tariff

---

Section 4 - SUPPLEMENTAL SERVICES (Continued)

4.2 CLASS SERVICES

4.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

---

Competitive Local Exchange Carrier Tariff

---

### 4.3 SERVICE AND PROMOTIONAL TRIALS

#### 4.3.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

#### 4.3.2 Regulations

- a. Appropriate notification of the Trial will be made to all eligible customers. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- c. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- d. The Company retains the right to limit the size and scope of a Promotional Trial.
- e. Promotional service offerings will be filed by a tariff supplement and may not have a duration of longer than 6 months in any rolling 12-month period which commences as of the effective date of the filed promotion.

---

Competitive Local Exchange Carrier Tariff

---

Section 5 - SERVICE OFFERINGS

5.1 GENERAL

Local Service provides a customer with a connection to the Company's network which enables the customer to:

- a) place and receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

5.2 SERVICE DESCRIPTIONS

5.2.1 Metro Ethernet Services

Metro Ethernet is a network that covers a metropolitan area and that is based on the Ethernet standard. It is commonly used as a metropolitan access network to connect subscribers and businesses to a larger service network or the Internet. Businesses can also use Metro Ethernet to connect branch offices to their Intranet. A typical service provider Metro Ethernet network is a collection of Layer 2 or/and Layer 3 switches or/and routers connected through optical fiber. The topology could be a ring, hub-and-spoke (star), or full or partial mesh. The network will also have a hierarchy: core, distribution (aggregation) and access. The core in most cases is an existing IP/MPLS backbone, but may migrate to newer forms of Ethernet Transport in the form of 10Gbit/s, 40Gbit/s or 100Gbit/s speeds.

---

Competitive Local Exchange Carrier Tariff

---

Section 5 - SERVICE OFFERINGS (Continued)

5.2 SERVICE DESCRIPTIONS (Continued)

5.2.2 Private Line Services

Point-to-Point Ethernet solutions are circuits that connect a remote office back to a main office, main office back to an interexchange carrier (IXC), or customer premise to a specific location using fiber optics systems with a Ethernet standard backbone. The connections are primary Layer 2 in Nature, but can also be Layer 3 and point-to-point networks. Point-to-Point networks do not provide redundancy and can be at speeds of 5Mbps to 100Gbps.

5.2.3 Wavelength Services

Wave Service is a fully managed, private, point-to-point service delivered over a state-of-the-art dense wave division multiplexing (DWDM) network. The product is ideally suited for larger institutions such as government organizations, enterprise customers, interexchange carriers (IXCs) and wireless operators that require dedicated broadband transport network connectivity without the need for capital or the responsibility of owning and operating network infrastructure. Services provide an end-to-end solution with a wide range of transport bandwidths for long haul and metro wave services.

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS

6.1 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

6.1.1 General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

6.1.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

## 6.1.2 Surcharge (Continued)

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company. The following surcharge rates apply to all customer bills issued after July 1, 2009.

Per business access line, per month \$0.08

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

Number of Centrex Lines	Equivalent Lines
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

---

 Issued: April 6, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.1.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911)

6.2.1 GLOSSARY OF TERMS

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

MSAG Content: The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 91-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a non facilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911) (Continued)

6.2.2. GENERAL

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911) (Continued)

6.2.3. REGULATIONS

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 *MSAG Order*.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911) (Continued)

- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.2 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911) (Continued)

- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

6.3 TOLL PRESUBSCRIPTION

6.3.1 General

Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.3 TOLL PRESUBSCRIPTION (continued)

6.3.1 General (continued)

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

At the option of the IXC's, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXC's, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in 6.3.2A following.

6.3.2 Presubscription Charge Application

A. End user choices for toll presubscription:

- Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXC's' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXC's are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXC's.

B. If a new customer cannot decide upon presubscription IXC's, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

## 6.3 TOLL PRESUBSCRIPTION (continued)

## 6.3.2 Presubscription Charge Application (continued)

- C. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

- D. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

Unauthorized PIC Change Charge  
Per Occurrence

\$5.50

---

Competitive Local Exchange Carrier Tariff

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

6.3 TOLL PRESUBSCRIPTION (continued)

6.3.3 End User Charge Discrepancy

1. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

2. Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 6 - SPECIAL SERVICES AND PROGRAMS (Continued)

## 6.3 TOLL PRESUBSCRIPTION (continued)

## 6.3.4 PIC Switchback Option

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days' notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

PIC Switchback Charge

Per Occurrence

\$3.50

---

 Issued: April 6, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

Competitive Local Exchange Carrier Tariff

---

Section 7 - SPECIAL ARRANGEMENTS

7.1 SPECIAL CONSTRUCTION

7.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

---

Competitive Local Exchange Carrier Tariff

---

Section 7 - SPECIAL ARRANGEMENTS (Continued)

7.1 SPECIAL CONSTRUCTION (Continued)

7.1.2 Basis for Cost Computation (Continued)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

7.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

7.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.

7.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

---

Competitive Local Exchange Carrier Tariff

---

Section 7 - SPECIAL ARRANGEMENTS (Continued)

7.1 SPECIAL CONSTRUCTION (Continued)

7.1.3 Termination Liability (Continued)

7.1.3.2 (Continued)

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities.

These costs include:

- a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
  3. tariff preparation, processing and related fees;
  4. cost of removal and restoration, where appropriate; and
  5. any other identifiable costs related to the specially constructed or rearranged facilities.

7.1.3.3

The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

---

Competitive Local Exchange Carrier Tariff

---

Section 7 - SPECIAL ARRANGEMENTS (Continued)

7.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

7.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff, or for a service that varies from those offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. The company will make ICB contracts available to the Pennsylvania Public Utility Commission upon Commission request.

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

Competitive Local Exchange Carrier Tariff

---

Section 8 – SERVICE AND CALLING AREAS

8.1 Service Area

The service territory of Southern Light, LLC includes all the exchanges in territory of Verizon North LLC, Verizon Pennsylvania LLC, CenturyLink and Frontier Communications in the State of Pennsylvania as the potential areas where alternative local service is planned, where facilities are available and pending appropriate interconnection agreements. The local calling areas of the exchanges served will mirror the local calling areas Verizon North LLC, Verizon Pennsylvania LLC, CenturyLink, Frontier Communications of Pennsylvania, LLC; Frontier Commonwealth Telephone Company; Frontier Communications of Pennsylvania, LLC; Frontier Communications of Breezewood; Frontier Communications of Canton; Frontier Communications of Lakewood, LLC and Frontier Communications of Oswayo River.

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas

## 8.2.1 Verizon North, LLC

The calling areas for Southern Light will be as follows:

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Airville	Brogue, Delta, Red Lion
Auburn	Friedensburg, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Avonmore	Apollo (Windstream), Saltsburg, Vandergrift
Beach Lake	Galilee, Honesdale, Narrowsburg, NY (Citizens Tel.)
Beaver Springs	Middleburg, Mount Pleasant Mills, Selinsgrove
Beaverdale	Johnstown, South Fork
Berlin	Meyersdale, Rockwood, Somerset, Stoystown
Bernville	Frystown, Hamburg, Robesonia, Womelsdorf, Reading

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (continued)

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Boswell	Hooversville, Johnstown, Somerset, Stoystown
Brogue	Airville, Red Lion, York
Brookside	Jersey Shore, Trout Run, Williamsport
Buffalo	Avella, Canonsburg, Taylorstown, Washington
Cambridge Springs	Edinboro, Meadville, Saegertown (Windstream)
Central City	Berlin, Johnstown, Somerset, Windber
Clintonville	Franklin, Wesley
Confluence	Rockwood, Salisbury
Cooperstown	Franklin, Oil City
Chapman Lake	Carbondale, Clark Summit (Commonwealth Telephone Co.), Jermyn, Olyphant, Scranton

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (Continued)

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Corry	Spartansburg, Union City, Wattsburg
Davidsville	Johnstown
Delta	Airville, Fawn Grove, Cardiff, Md. (Verizon – Md.)
Dillsburg	Dover, Harrisburg Zone 1, Mechanicsburg
Dingman’s Ferry	Milford/Log Tavern, Montague, NJ (CenturyLink)
East Berlin	Dover, Hanover (CenturyLink), New Oxford (CenturyLink), York
Edinboro	Cambridge Springs, Erie, McKean
Elkland	Knoxville, Lawrenceville (Commonwealth Telephone Co.), Westfield
Emmaus	Allentown, Bethlehem, Ironton (Ironton Telephone Co.)
Erie	Edinboro, Fairview, Girard, McKean, North East, Waterford, Wattsburg
Fairview	Erie, Girard, McKean
Fawn Grove	Delta, Stewartstown, Jarrettsville, Md. (Service to NXX 692 and 941 only), Cardiff, Md. (Verizon – Md.)

---

 Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (Continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Franklin	Cooperstown, Oil City
Friedensburg	Auburn, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven
Frystown	Bernville, Jonestown, Myerstown, Lebanon
Galilee	Beach Lake, Callicoon (Verizon – NY), Honesdale, Narrowsburg, NY (Citizens Tel.)
Girard	Erie, Fairview
Glen Rock	Jefferson, Loganville, Stewartstown, York
Grand Valley	Pleasantville, Titusville, Youngsville
Frystown	Bernville, Jonestown, Myerstown, Lebanon
Galilee	Beach Lake, Callicoon (Verizon – NY), Honesdale, Narrowsburg, NY (Citizens Tel.)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (Continued)

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Girard	Erie, Fairview
Glen Rock	Jefferson, Loganville, Stewartstown, York
Grand Valley	Pleasantville, Titusville, Youngsville
Harrison Valley	Ulysses, Westfield
Hershey	Annville, Elizabethtown (CenturyLink), Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton
Hooversville	Boswell, Johnstown, Stoystown, Somerset
Jefferson	Glen Rock, Hanover (CenturyLink), Spring Grove, York
Johnstown	Beaverdale, Davidsville, Nanty Glo, Seward, South Fork, Windber

---

 Issued: April 6, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (Continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Jonestown	Frystown, Shellsville, Annville, Lebanon
Kempton	Allentown, Hamburg, Kutztown, New Smithville, New Tripoli
Knoxville	Elkland
Lincolnton	Union City, Spartansburg, Townville (Windstream)
Loganville	Glen Rock, Red Lion, York
Loyalsock	Muncy, Trout Run, Williamsport
Manchester	Dover, York

---

 Issued: April 6, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (Continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Mantzville	Lehighton, McKeansburg, Tamaqua
Matamoras	Cuddebackville, NY (Verizon – NY), Milford/Log Tavern, Montague, NJ (CenturyLink), Port Jervis, NY (Verizon – NY)
McKean	Edinboro, Erie, Fairview
McKeansburg	Mantzville, Orwigsburg, Pottsville, Schuylkill Haven
Meyersdale	Berlin, Rockwood, Salisbury, Somerset
Middleburg	Beaver Springs, Mifflinburg (Buffalo Valley Tel. Co.), Mount Pleasant Mills, Selinsgrove
Milford/Log Tavern	Cuddebackville, NY (Verizon – NY), Dingman’s Ferry, Matamoras, Montague, NJ (CenturyLink), Port Jervis, NY (Verizon – NY)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (Continued)

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Mount Pleasant Mills	Beaver Springs, Middleburg, Selinsgrove
Myerstown	Frystown, Schaefferstown, Womelsdorf, Lebanon
Nanty Glo	Ebensburg, Johnstown
New Bedford	New Castle, New Wilmington
New Smithville	Allentown, Ironton (Ironton Telephone Co.), Kempton, New Tripoli
New Tripoli	Allentown, Kempton, New Smithville, Slatington
New Wilmington	New Bedford, New Castle, Sharon, Volant (CenturyLink)
North East	Erie, South Ripley, NY (Verizon – NY), Wattsburg

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (Continued)

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Oil City	Cooperstown, Franklin, Pleasantville, Titusville
Pine Grove	Auburn, Friedensburg, Tremont (Commonwealth Telephone Co.)
Pleasantville	Grand Valley, Oil City, Titusville
Princeton	New Castle, Portersville (CenturyLink), Ellwood City
Red Lion	Brogue, Loganville, York
Robesonia	Bernville, Womelsdorf, Reading
Rockwood	Berlin, Confluence, Meyersdale, Somerset
Sabinsville	Westfield

---

 Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.1 Verizon North, LLC (Continued)

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Salisbury	Confluence, Meyersdale, Grantsville, Md. (Verizon – Md.)
Saltsburg	Avonmore
Sayre	Waverly, NY (Verizon – NY)
Schaefferstown	Myerstown, Womelsdorf, Lebanon
Selinsgrove	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Selinsgrove – Shamokin Dam	Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury
Seward	Johnstown, New Florence
Shellsville	Jonestown, Harrisburg Zone 1, Hummelstown, Hershey

---

 Issued: April 6, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas

## 8.2.1 Verizon North, LLC (Continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Shohola	Barryville, NY (Verizon – NY), Milford/Log Tavern
Somerset	Berlin, Boswell, Rockwood, Stoystown
South Fork	Beaverdale, Johnstown
Spartansburg	Corry, Lincolnville, Titusville, Townville (Windstream)
Spring Grove	Hanover (CenturyLink), Jefferson, York
Stewartstown	Fawn Grove, Glen Rock, Red Lion, York, Jarrettsville, Md. (Service to NXX 941 only)
Stoystown	Berlin, Boswell, Hooversville, Somerset
Taylorstown	Buffalo, Claysville, Washington
Titusville	Grand Valley, Oil City, Pleasantville, Spartansburg
Trout Run	Brookside, Loyalsock, Williamsport

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas

## 8.2.1 Verizon North, LLC (Continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. All exchanges are Verizon North exchanges unless otherwise noted.</i>
Union City	Corry, Erie, Lincolnville, Waterford, Wattsburg
Vandergrift	Apollo (Windstream), Avonmore, Leechburg (Windstream)
Waterford	Erie, Union City, Wattsburg
Wattsburg	Corry, Erie, North East, Union City, Waterford
Wellersburg	Mt. Savage, Md., Cumberland, Md., Frostburg, Md. (Verizon – Md.), Meyersdale, Hyndman (CenturyLink)
Wesley	Clintonville, Harrisville (CenturyLink), Grove City, Mercer
Westfield	Elkland, Harrison Valley, Knoxville, Sabinsville
Windber	Central City, Johnstown
Womelsdorf	Bernville, Myerstown, Robesonia, Schaefferstown, Reading
Wrightsville	Red Lion, York, Columbia (CenturyLink)
York	Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Alexandria	Alexandria, Huntingdon, McConnellstown (CenturyLink)
Aliquippa	Aliquippa, Ambridge, Baden, Glenwillard, Hookstown, Pitb. Subn. Zone 16, Rochester
Allentown	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Commonwealth Tel.), Easton, Emmaus (Verizon North), Hellertown, Ironton (Ironton Tel. Co.), Kutztown, Nazareth, New Smithville (Verizon North), New Tripoli (Verizon North), Northampton, Riegelsville, Slatington, Springtown, Topton (Conestoga Tel. & Tel. Co.)
Altoona	Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone
Ambridge	Aliquippa, Ambridge, Baden, Glenwillard, Pitb. Subn. Zone 16
Annville	Annville, Hershey (Verizon North), Jonestown (Verizon North), Lebanon, Mt. Gretna, Palmyra
Ashland	Ashland, Frackville, Girardville, Kulpmont, Mt. Carmel, Shenandoah
Austin	Austin, Coudersport
Avella	Avella, Burgettstown, Washington

Issued: January XX, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Avis	Avis, Jersey Shore, Lock Haven, Woolrich
Avondale	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Unionville, West Chester, West Grove, Westtown, Hockessin, DE. (Verizon – DE.), Wilmington, DE. (Verizon – DE.)
Baden	Aliquippa, Ambridge, Baden, Rochester
Barnesboro	Barnesboro, Carrolltown, Cherry Tree, Glen Campbell, Hastings, Patton
Bath	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth, Northampton, Slatington
Beaver Falls	Beaver Falls, Darlington (Windstream), Ellwood City, Enon Valley (Windstream), Hookstown, Midland, Rochester, Wampum, Zelenople
Bedminster	Bedminster, Carversville, Doylestown, Dublin, Ferndale (Commonwealth Tel.), Perkasio, Plumsteadville, Quakertown
Bellefonte	Bellefonte, Boalsburg, Centre Hall, Howard (CenturyLink), Snow Shoe, Spring Mills, State College, Zion (CenturyLink)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Belle Vernon	Belle Vernon, California, Charleroi, Donora, Fayette City, Monessen, Monongahela, Perryopolis, West Newton
Bellwood	Altoona, Bellwood, Tyrone
Berwick	Berwick, Bloomsburg, Shickshinny (Commonwealth Tel.), Wapwallopen (Commonwealth Tel.)
Bessemer	Bessemer, New Castle
Bethlehem	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Commonwealth Tel.), Easton, Hellertown, Ironton (Ironton Tel. Co.), Nazareth, Northampton, Riegelsville, Slatington, Springtown
Big Run	Big Run, Punxsutawney
Black Lick	Black Lick, Blairsville, Homer City, Indiana
Blairsville	Black Lick, Blairsville, Bolivar, Derry, Homer City, Indiana, Latrobe
Bloomsburg	Berwick, Bloomsburg, Catawissa, Danville, Millville, Numidia, Orangeville (Commonwealth Tel.), Washingtonville
Boalsburg	Bellefonte, Boalsburg, Centre Hall, Spring Mills, State College

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Bolivar	Blairsville, Bolivar, New Florence
Bradford	Bradford, Duke Center (Armstrong North), Eldred, Mount Jewett, Rew, Smethport, Limestone, NY (Verizon – NY)
Brownsville	Brownsville, California, Charleroi, New Salem, Republic, Smock, Uniontown
Buckingham	Buckingham, Carversville, Doylestown, New Hope, Phila. Subn. Zone 45, Wycombe
Burgettstown	Avella, Burgettstown, McDonald, Midway (Windstream), Murdocksville (Armstrong), Paris
Bushkill	Bushkill, Lords Valley, Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
California	Belle Vernon, Brownsville, California, Charleroi, Fayette City
Canonsburg	Canonsburg, Hickory (Hickory Tel. Co.), McDonald, McMurray, Pitb. Subn. Zone 13, Washington
Carbondale	Carbondale, Chapman Lake (Verizon North), Clifford (The North-Eastern Pa. Tel. Co.), Forest City (The North-Eastern Pa. Tel. Co.), Jermyn, Olyphant, Scranton, Waymart (The South Canaan Tel. Co.)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Carrolltown	Barnesboro, Carrolltown, Ebensburg, Hastings, Patton
Carversville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, New Hope, Plumsteadville, Wycombe
Catasauqua	Allentown, Bath, Bethlehem, Catasauqua, Easton, Hellertown, Ironton (Ironton Tel. Co.), Nazareth, Northampton, Riegelsville, Slatington, Springtown
Catawissa	Bloomsburg, Catawissa, Danville, Elysburg, Numidia
Center Point	Center Point, Collegeville, Harleysville, Lansdale, Phila. Subn. Zone 30, North Wales, Schwenksville
Centre Hall	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Charleroi	Belle Vernon, Brownsville, California, Charleroi, Donora, Fayette City, Monessen, Monongahela
Cherry Tree	Barnesboro, Cherry Tree, Clymer, Glen Campbell
Chester Springs	Chester Springs, Eagle, Exton, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Clairton	Clairton, Elizabeth, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Clarion	Clarion, Knox (Windstream), Leeper, Shipperville (Windstream), Sligo (Windstream), Strattanville (Windstream)
Claysville	Claysville, Washington, West Alexander
Clearfield	Clearfield, Curwensville, Frenchville, Osceola Mills, Philipsburg, Winburne
Clymer	Clymer, Indiana
Coatesville	Avondale, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Collegeville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, North Wales, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phila. Subn. Zone 31, Phoenixville, Pottstown, Royersford, Schwenksville, Souderton
Connellsville	Connellsville, Dawson, Mount Pleasant, Scottdale, Uniontown
Coudersport	Austin, Coudersport, Roulette, Ulysses

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Cresco	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Cresson	Altoona, Cresson, Ebensburg, Hollidaysburg, Portage
Curwensville	Clearfield, Curwensville, Mahaffey
Danville	Bloomsburg, Catawissa, Danville, Elysburg, Northumberland, Sunbury, Washingtonville
Dauphin	Dauphin, Halifax, Harrisburg Zone 1
Dawson	Connellsville, Dawson, Perryopolis, Scottdale
Derry	Blairsville, Derry, Greensburg, Latrobe
Donora	Belle Vernon, Charleroi, Donora, Elizabeth, Monessen, Monongahela
Downingtown	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Honey Brook, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Doylestown	Buckingham, Carversville, Doylestown, Dublin, Line Lexington, Phila. Subn. Zone 45, Plumsteadville, Wycombe

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Dublin	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Lansdale, Line Lexington, Perkasio, Plumsteadville, Quakertown, Souderton
DuBois	Brockway (Windstream), DuBois, Luthersburg (Windstream), Penfield (Windstream), Reynoldsville, Sykesville
Eagle	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Phila. Subn. Zone 28, Phoenixville, Pughtown, Royersford, West Chester
Easton	Allentown, Bethlehem, Bloomsbury, NJ (Verizon – NJ), Catasauqua, Easton, Hellertown, Nazareth, Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy
East Palestine	East Palestine, Pa., East Palestine, O. (AMERITECH, O.), New Waterford, O. (AMERITECH, O.), Rogers, O. (AMERITECH, O.)
Ebensburg	Carrolltown, Colver (Windstream), Cresson, Ebensburg, Nanty-Glo (Verizon North), Johnstown (Verizon North)
Eldred	Bradford, Duke Center (Armstrong North), Eldred, Port Allegheny, Rew, Smethport

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Elizabeth	Clairton, Donora, Elizabeth, Monongahela, Pitb. Subn. Zone 10, Pitb. Subn. Zone 11
Ellwood City	Beaver Falls, Ellwood City, New Castle, Portersville (CenturyLink), Wampum, Zelienople
Elysburg	Catawissa, Danville, Elysburg, Kulpmont, Mt. Carmel, Numidia, Shamokin, Sunbury
Endeavor	Endeavor, Tidioute, Tionesta
Exton	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Glenmoore, Lenape, Mortonville, Phila. Subn. Zone 28, Pughtown, West Chester, Westtown
Fairchance	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Farmington	Farmington, Uniontown
Fayette City	Belle Vernon, California, Charleroi, Fayette City, Monessen, Perryopolis

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Finleyville	Finleyville, McMurray, Monongahela, Pitb. Subn. Zone 11, Pitb. Subn. Zone 12
Fleetwood	Fleetwood, Kutztown, Leesport (Commonwealth Tel.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Topton (The Conestoga Tel. and Tel. Co.)
Frackville	Ashland, Frackville, Girardville, Mahanoy City, Minersville, Pottsville, Saint Clair, Shenandoah
Freeland	Freeland, Hazleton, McAdoo, Weatherly, White Haven
Frenchville	Clearfield, Frenchville, Philipsburg, Snow Shoe, Winburne
Galeton	Galeton
Girardville	Ashland, Frackville, Girardville, Mahanoy City, Shenandoah
Glen Campbell	Barnesboro, Cherry Tree, Glen Campbell
Glenmoore	Chester Springs, Coatesville, Downingtown, Eagle, Exton, Green Hills (The Conestoga Tel. and Tel. Co.), Glenmoore, Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg, Pughtown, West Chester

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Glenwillard	Aliquippa, Ambridge, Glenwillard, Pitb. Subn. Zone 15, Pitb. Subn. Zone 16
Green Lane	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Pennsburg, Perkasio, Quakertown, Schwenksville, Souderton, Sassamansville (The Conestoga Tel. and Tel. Co.)
Greensburg	Delmont (Windstream), Greensburg, Herminie, Jeannette, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, New Alexandria (Windstream), Youngwood
Greenville	Greenville, Sharpsville, Sheakleyville (Windstream), Transfer (The Pymatuning Ind. Tel. Co.)
Grove City	Blacktown (CenturyLink), Grove City, Harrisville (CenturyLink), Mercer, Wesley (Verizon North)
Halifax	Dauphin, Elizabethville (Commonwealth Tel.), Halifax, Harrisburg Zone 1, Millersburg (Commonwealth Tel.)
Hamburg	Hamburg, Kempton (Verizon North), Leesport (Commonwealth Tel.), Reading
Hamlin	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Harleysville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Perkasie, Phila. Subn. Zone 30, Schwenksville, Souderton
Harrisburg	
Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Commonwealth Tel.), Marysville (CenturyLink), Mechanicsburg, Middletown, Shellsville (Verizon North)
Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Hastings	Barnesboro, Carrolltown, Hastings, Patton
Hawley	Hawley, Honesdale, Lords Valley, Newfoundland, Wallenpaupack
Hazleton	Conyngham-Drums (Commonwealth Tel.), Freeland, Hazleton, McAdoo, Nuremburg (Commonwealth Tel.), Weatherly, White Haven
Hellertown	Allentown, Bethlehem, Catasauqua, Easton, Hellertown, Riegelsville, Springtown

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Herminie	Greensburg, Herminie, Jeannette, Pitb. Subn. Zone 23
Hollidaysburg	Altoona, Cresson, Hollidaysburg
Homer City	Black Lick, Blairsville, Homer City, Indiana
Honesdale	Beach Lake (Verizon North), Galilee (Verizon North), Hawley, Honesdale, Lake Ariel, Lords Valley, Pleasant Mount (The North-Eastern Pa. Tel.Co.), South Canaan (The South Canaan Tel.Co.), Wallenpaupack, Waymart (The South Canaan Tel. Co.)
Honey Brook	Coatesville, Downingtown, Glenmoore, Green Hills (The Conestoga Tel. and Tel. Co.), Honey Brook, Morgantown (The Conestoga Tel. and Tel. Co.), Parkesburg
Hookstown	Aliquippa, Beaver Falls, Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry
Houtzdale	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Hummelstown	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown, Palmyra, Shellsville (Verizon North)
Huntingdon	Alexandria, Huntingdon, Marklesburg (CenturyLink), McConnellstown (CenturyLink), Mount Union

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Imperial	Imperial, McDonald, Murdocksville (Armstrong), Oakdale, Pitb. Subn. Zone 14, Pitb. Subn. Zone 15
Indiana	Black Lick, Blairsville, Clymer, Elderton (Windstream), Homer City, Indiana, Marion Center, Parkwood
Jeannette	Greensburg, Harrison City (Windstream), Herminie, Jeannette, Pitb. Subn. Zone 23
Jermyn	Carbondale, Chapman Lake (Verizon North), Jermyn, Olyphant, Scranton
Jersey Shore	Avis, Jersey Shore, Lock Haven, Oval (Pennsylvania Tel. Co.), Williamsport, Woolrich
Jim Thorpe	Jim Thorpe, Lehighton, Nesquehoning, Weatherly, White Haven
Kane	Kane, Ludlow, Mount Jewett
Kemblesville	Avondale, Kemblesville, Kennett Square, Landenberg, Mendenhall, Oxford, Unionville, West Grove, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Kennett Square	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Kingston	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming
Kulpmont	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Kutztown	Allentown, Fleetwood, Kempton (Verizon North), Kutztown, Reading, Topton (The Conestoga Tel. and Tel. Co.)
Lake Ariel	Hamlin, Honesdale, Lake Ariel, Newfoundland, Olyphant, Scranton, South Canaan (The South Canaan Tel. Co.), Wallenpaupack, Waymart (The South Canaan Tel.Co.)
Lake Como	Lake Como

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Lancaster	Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Leola (Frontier Comm. Of PA), Lititz (Denver & Ephrata Tel. and Tel. Co.), Manheim (Denver & Ephrata Tel. and Tel. Co.), Millersville, Mount Joy (CenturyLink), Mountville (CenturyLink), New Holland (Frontier Comm. Of PA), Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg
Landenberg	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Oxford, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Newark, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Landisville	Lancaster, Landisville, Lititz (Denver & Ephrata Tel. and Tel. Co.), Manheim (Denver & Ephrata Tel. and Tel. Co.), Millersville, Mount Joy (CenturyLink), Mountville (CenturyLink), Strasburg
Lansdale	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Souderton
Latrobe	Blairsville, Derry, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Latrobe, Ligonier, New Alexandria (Windstream)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Lebanon	Annville, Frystown (Verizon North), Hershey (Verizon North), Jonestown (Verizon North), Lebanon, Mt. Gretna, Myerstown (Verizon North), Palmyra, Schaefferstown (Verizon North)
Leeper	Clarion, Leeper, Marienville
Lehighton	Jim Thorpe, Lehighton, Nesquehoning, Palmerton (Palmerton Tel. Co.)
Lenape	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 10, Phila. Subn. Zone 28, Unionville, West Chester, West Grove, Westtown
Lewistown	Belleville (CenturyLink), Lewistown, McVeytown, Mifflintown (CenturyLink), Port Royal (CenturyLink), Reedsville (CenturyLink)
Ligonier	Latrobe, Ligonier, Stahlstown (Laurel Highland Tel. Co.)
Line Lexington	Doylestown, Dublin, Harleysville, Lansdale, Line Lexington, North Wales, Perkasio, Phila. Subn. Zone 45, Souderton
Lock Haven	Avis, Beech Creek (CenturyLink), Jersey Shore, Lock Haven, Mill Hall (CenturyLink), Woolrich

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Lords Valley	Bushkill, Cresco, Hawley, Honesdale, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg, Wallenpaupack
Lowellville	Bessemer, Hubbard, O. (AMERITECH, O.), Lowellville, Lowellville, O. (AMERITECH, O.), New Castle, North Lima, O. (AMERITECH, O.), Youngstown, O. (AMERITECH, O.)
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville
Mahanoy City	Frackville, Girardville, Lakewood (Frontier Comm. – Lakewood), Mahanoy City, Shenandoah, Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center
Masontown	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
McAdoo	Freeland, Hazleton, McAdoo, Tamaqua, Weatherly

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
McClellandtown	Fairchance, Masontown, McClellandtown, Smithfield, Uniontown
McDonald	Burgettstown, Canonsburg, Imperial, McDonald, Midway (Windstream), Oakdale, Pitb. Subn. Zone 13
McMurray	Canonsburg, Finleyville, McMurray, Pitb. Subn. Zone 12, Pitb. Subn. Zone 13
McVeytown	Lewistown, McVeytown
Mechanicsburg	Dillsburg (Verizon North), Harrisburg Zone 1, Lewisberry (Commonwealth Tel.), Mechanicsburg
Mendenhall	Avondale, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Phila. Subn. Zone 10, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE), Wilmington, DE (Verizon – DE)
Mercer	Blacktown (CenturyLink), Fredonia (Windstream), Grove City, Mercer, Sharon, Sharpsville, Wesley (Verizon North)
Middletown	Elizabethtown (CenturyLink), Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Midland	Beaver Falls, Hookstown, Midland, Rochester, Smiths Ferry

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Millersville	Lancaster, Landisville, Millersville, Mountville (CenturyLink), Strasburg
Millheim	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Millville	Bloomsburg, Millville, Washingtonville
Milton	Lewisburg (Buffalo Valley Tel. Co.), Mifflinburg (Buffalo Valley Tel. Co.), Milton, Northumberland, Sunbury, Washingtonville, Watsonstown (Windstream)
Minersville	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tremont (Commonwealth Tel.)
Monessen	Belle Vernon, Charleroi, Donora, Fayette City, Monessen, Monongahela
Monongahela	Belle Vernon, Charleroi, Donora, Elizabeth, Finleyville, Monessen, Monongahela
Moosic	Moosic, Pittston, Scranton, Taylor, Wyoming
Morrisville	Ewing, NJ (Verizon – NJ), Morrisville, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Yardley

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Mortonville	Avondale, Coatesville, Downingtown, Exton, Kennett Square, Lenape, Mortonville, Parkesburg, Unionville, West Chester, West Grove, Westtown
Moscow	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack
Mountaintop	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre
Mount Carmel	Ashland, Elysburg, Kulpmont, Mount Carmel, Shamokin
Mount Gretna	Annville, Lebanon, Mount Gretna, Palmyra
Mount Jewett	Bradford, Mount Jewett, Kane
Mount Pleasant	Connellsville, Greensburg, Kecksburg (Citizens Tel. Co. of Kecksburg), Mount Pleasant, Scottdale, Youngwood
Mount Pocono	Cresco, Lords Valley, Mount Pocono, Newfoundland, Stroudsburg
Mount Union	Huntingdon, McConnellstown (CenturyLink), Mount Union
Nanticoke	Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Plymouth, Wilkes-Barre

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Nazareth	Allentown, Bath, Bethlehem, Catasauqua, Easton, Nazareth
Nesquehoning	Jim Thorpe, Lansford (Windstream), Lehighton, Nesquehoning
New Castle	Bessemer, Ellwood City, New Bedford (Verizon North), New Castle, New Wilmington (Verizon North), Plain Grove (CenturyLink), Princeton (Verizon North), Volant (CenturyLink), Wampum
New Florence	Bolivar, Johnstown, New Florence, Seward
Newfoundland	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
New Hope	Buckingham, Carversville, Doylestown, Lambertville, NJ (Verizon – NJ), New Hope, Newtown, Plumsteadville, Wycombe, Yardley
New Kensington	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
New Philadelphia	Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua
New Salem	Brownsville, New Salem, Republic, Uniontown

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Newtown	Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 43, Wycombe, Yardley
Northampton	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), Northampton, Slatington
Northumberland	Danville, Milton, Northumberland, Sunbury
North Wales	Center Point, Harleysville, Lansdale, Line Lexington, North Wales, Phila. Subn. Zone 30, Phila. Subn. Zone 33, Souderton
Numidia	Bloomsburg, Catawissa, Elysburg, Numidia
Oakdale	Imperial, McDonald, Oakdale, Pitb. Subn. Zone 13, Pitb. Subn. Zone 14
Olyphant	Carbondale, Chapman Lake (Verizon North), Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor
Orwigsburg	Auburn (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Osceola Mills	Clearfield, Houtzdale, Osceola Mills, Philipsburg
Oxford	Avondale, Kemblesville, Kirkwood (Commonwealth Tel.), Landenberg, Oxford, West Grove

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Palmyra	Annville, Harrisburg Zone 1, Hershey (Verizon North), Hummelstown, Lebanon, Mount Gretna, Palmyra
Paris	Burgettstown, Paris, Weirton, W. Va. (Verizon – W. Va.)
Parkesburg	Atglen (Commonwealth Tel.), Coatesville, Gap (Commonwealth Tel.), Glenmoore, Honey Brook, Mortonville, Parkesburg, West Grove
Parkwood	Indiana, Parkwood
Patton	Altoona, Barnesboro, Carrolltown, Hastings, Patton
Pennsburg	Bally (The Conestoga Tel. and Tel. Co.), Green Lane, Pennsburg, Perkasio, Quakertown, Sassamansville (The Conestoga Tel. and Tel. Co.), Souderton
Perkasie	Bedminster, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, Pennsburg, Perkasie, Plumsteadville, Quakertown, Schwenksville, Souderton
Perryopolis	Belle Vernon, Dawson, Fayette City, Perryopolis, Uniontown
Philipsburg	Clearfield, Frenchville, Houtzdale, Osceola Mills, Philipsburg, Winburne

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Phoenixville	Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 28, Phila. Subn. Zone 29, Phoenixville, Pughtown, Royersford
Pittston	Harding (Commonwealth Tel.), Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Plumsteadville	Bedminster, Buckingham, Carversville, Doylestown, Dublin, Ferndale (Commonwealth Tel.), Line Lexington, New Hope, Perkasio, Plumsteadville, Quakertown
Plymouth	Kingston, Mountaintop, Nanticoke, Plymouth, Wilkes-Barre
Point Marion	Cheat Lake (Verizon – W. Va.), Fairchance, Masontown, Point Marion, Morgantown, W. Va. (Verizon – W. Va.), Smithfield, Uniontown
Portage	Cresson, Ebensburg, Johnston, Portage, Southfork
Port Allegany	Eldred, Port Allegany, Roulette, Smethport
Pottstown	Boyertown (The Conestoga Tel. and Tel. Co.), Collegeville, Douglassville (The Conestoga Tel. and Tel. Co.), Phoenixville, Pottstown, Pughtown, Royersford, Sassamansville (The Conestoga Tel. and Tel. Co.), Schwenksville

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Pottsville	Auburn (Verizon North), Frackville, Friedensburg (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven, Tamaqua
Pughtown	Chester Springs, Downingtown, Eagle, Exton, Glenmoore, Green Hills (The Conestoga Tel. and Tel. Co.), Morgantown (The Conestoga Tel. and Tel. Co.), Phoenixville, Pottstown, Pughtown, Royersford
Punxsutawney	Big Run, Marchand, Punxsutawney
Quakertown	Bedminster, Dublin, Ferndale (Commonwealth Tel.), Green Lane, Pennsburg, Perkasie, Plumsteadville, Quakertown, Souderton, Springtown
Reading	Adamstown (Denver & Ephrata Tel. and Tel. Co.), Bernville (Verizon North), Birdsboro (The Conestoga Tel. and Tel. Co.), Fleetwood, Green Hills (The Conestoga Tel. and Tel. Co.), Hamburg, Kutztown, Leesport (Commonwealth Tel.), Morgantown (The Conestoga Tel. and Tel. Co.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Robesonia (Verizon North), Topton (The Conestoga Tel. and Tel. Co.), Womelsdorf (Verizon North), Yellow House (The Conestoga Tel. and Tel. Co.)
Renovo	Renovo

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Republic	Brownsville, New Salem, Republic, Uniontown
Rew	Bradford, Duke Center (Armstrong North), Eldred, Limestone, NY (Verizon – NY), Rew, Smethport
Reynoldsville	DuBois, Reynoldsville, Sykesville
Riegelsville	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Phillipsburg, NJ (Verizon – NJ), Riegelsville, Springtown, Upper Black Eddy
Rochester	Aliquippa, Ambridge, Baden, Beaver Falls, Hookstown, Midland, Rochester
Roulette	Coudersport, Port Allegany, Roulette
Royersford	Center Point, Chester Springs, Collegeville, Eagle, Phila. Subn. Zone 29, Phila. Subn. Zone 30, Phoenixville, Pottstown, Pughtown, Royersford, Schwenksville
Russell	Russell, Sugar Grove, Warren, Youngsville
Saint Clair	Frackville, Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Saxton	Hopewell (CenturyLink), Saxton
Schuylkill Haven	Auburn (Verizon North), Friedensburg (Verizon North), Minersville, New Philadelphia, Orwigsburg, Pottsville, Saint Clair, Schuylkill Haven
Schwenksville	Center Point, Collegeville, Green Lane, Harleysville, Lansdale, Perkasie, Phila. Subn. Zone 30, Pottstown, Royersford, Sassamansville (The Conestoga Tel. and Tel. Co.), Schwenksville, Souderton
Scottdale	Connellsville, Dawson, Mount Pleasant, Scottdale
Scranton	Clarks Summit (Commonwealth Tel.), Dalton (Commonwealth Tel.), Factoryville (Commonwealth Tel.), Hamlin, Jermyn, Lake Ariel, Lake Winola (Commonwealth Tel.), Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming
Shamokin	Elysburg, Kulpmont, Mount Carmel, Shamokin, Sunbury, Trevorton (TDS – Mahanoy and Mahantango Tel. Co.)
Sharon	Mercer, Sharon, O. (AMERITECH, O.), Sharon, PA, Sharpsville, Transfer (The Pymatuning Ind. Tel. Co.), West Middlesex

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Sharpsville	Greenville, Mercer, Sharon, O. (AMERITECH, O.), Sharon, PA, Sharpsville, Transfer (The Pymatuning Ind. Tel. Co.), West Middlesex
Shenandoah	Ashland, Frackville, Girardsville, Mahanoy City, Ringtown (Commonwealth Tel.), Shenandoah
Slatington	Allentown, Bath, Bethlehem, Catasauqua, Ironton (Ironton Tel. Co.), New Tripoli (Verizon North), Northampton, Slatington
Smethport	Bradford, Eldred, Port Allegany, Rew, Smethport
Smithfield	Fairchance, Masontown, McClellandtown, Point Marion, Smithfield, Uniontown
Smiths Ferry	Chester, W. Va. (Verizon – W. Va.), East Liverpool, O. (AMERITECH, O.), Hookstown, Midland, Rochester, Smiths Ferry
Smock	Brownsville, Smock, Uniontown
Snow Shoe	Bellefonte, Frenchville, Snow Shoe

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Souderton	Center Point, Collegeville, Doylestown, Dublin, Green Lane, Harleysville, Lansdale, Line Lexington, North Wales, Pennsburg, Perkasie, Quakertown, Schwenksville, Souderton
Springdale	New Kensington, Pitb. Subn. Zone 19, Pitb. Subn. Zone 20, Springdale, Tarentum
Spring Mills	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
Springtown	Allentown, Bethlehem, Catasauqua, Easton, Ferndale (Commonwealth Tel.), Hellertown, Milford, NJ (Verizon – NJ), Quakertown, Riegelsville, Springtown, Upper Black Eddy
State College	Bellefonte, Boalsburg, Centre Hall, Port Matilda (Windstream), Spring Mills, State College
Strasburg	Gap (Commonwealth Tel.), Intercourse (Frontier Comm. Of PA), Lancaster, Landisville, Millersville, Quarryville (Commonwealth Tel.), Rawlinsville (Commonwealth Tel.), Strasburg
Stroudsburg	Bushkill, Cresco, Lords Valley, Mount Pocono, Saylorsburg (Commonwealth Tel.), Stroudsburg, Stroudsburg, NJ (Verizon – NJ)
Sugar Grove	Russell, Sugar Grove, Warren, Youngsville

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Sunbury	Danville, Elysburg, Milton, Northumberland, Selinsgrove (Verizon North), Shamokin, Sunbury
Sykesville	DuBois, Luthersburg (Windstream), Reynoldsville, Sykesville
Tamaqua	Lakewood (Frontier Comm. – Lakewood), Lansford (Windstream), Mahanoy City, McAdoo, New Philadelphia, Pottsville, Tamaqua
Tarentum	New Kensington, Pitb. Subn. Zone 20, Springdale, Tarentum
Taylor	Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming
Tidioute	Endeavor, Tidioute, Tionesta, Warren
Tyrone	Altoona, Bellwood, Tyrone, Warriors Mark (Windstream)
Tionesta	Endeavor, Tidioute, Tionesta
Ulysses	Coudersport, Ulysses
Uniontown	Brownsville, Connellsville, Fairchance, Farmington, Masontown, McClellandtown, New Salem, Point Marion, Republic, Smithfield, Smock, Uniontown

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Unionville	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Unionville, West Chester, West Grove, Westtown
Upper Black Eddy	Easton, Ferndale (Commonwealth Tel.), Frenchtown, NJ (Verizon – NJ), Milford, NJ (Verizon – NJ), Riegelsville, Springtown, Uhlerstown (Commonwealth Tel.), Upper Black Eddy
Wallenpaupack	Hamlin, Hawley, Honesdale, Lake Ariel, Lords Valley, Moscow, Newfoundland, Wallenpaupack
Wampum	Beaver Falls, Ellwood City, New Castle, Wampum
Warren	Russell, Sheffield (Windstream), Sugar Grove, Tidioute, Warren, Youngsville
Washington	Avella, Buffalo (Verizon North), Canonsburg, Claysville, Hickory (Hickory Tel. Co.), McMurray, Taylorstown (Verizon North), Washington, West Alexander
Washingtonville	Bloomsburg, Danville, Millville, Milton, Turbotville (Windstream), Washingtonville
Weatherly	Freeland, Hazleton, Jim Thorpe, McAdoo, Weatherly, White Haven

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
West Alexander	Claysville, Washington, West Alexander
West Chester	Downingtown, Exton, Lenape, Mendenhall, Mortonville, Phila. Subn. Zone 28, West Chester, Westtown
West Grove	Avondale, Coatesville, Kemblesville, Kennett Square, Landenberg, Lenape, Mendenhall, Mortonville, Oxford, Parkesburg, Unionville, West Chester, West Grove, Westtown, Hockessin, DE (Verizon – DE)
West Middlesex	Sharon, Sharon, O. (AMERITECH, O.), Sharpsville, West Middlesex
West Newton	Belle Vernon, West Newton, Yukon (Yukon-Waltz Tel. Co.)
Westtown	Lenape, Phila. Subn. Zone 10, Mendenhall, West Chester, Westtown
White Haven	Freeland, Hazleton, Jim Thorpe, Weatherly, White Haven
Wilkes-Barre	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.2 Verizon Pennsylvania, LLC (continued)

<i>Originating Exchange</i>	<b><i>Local Calling Area</i></b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Williamsport	Jersey Shore, Loyalsock (Verizon North), Oval (Pennsylvania Tel. Co.), Trout Run (Verizon North), Williamsport
Winburne	Clearfield, Frenchville, Philipsburg, Winburne
Woolrich	Avis, Jersey Shore, Lock Haven, Woolrich
Wycombe	Buckingham, Doylestown, New Hope, Newtown, Phila. Subn. Zone 40, Phila. Subn. Zone 45, Wycombe
Wyoming	Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Yardley	Ewing, NJ (Verizon – NJ), Morrisville, New Hope, Newtown, Phila. Subn. Zone 42, Phila. Subn. Zone 43, Phila. Subn. Zone 44, Trenton, NJ (Verizon – NJ), Wycombe, Yardley
Youngsville	Russell, Sugar Grove, Warren, Youngsville
Youngwood	Greensburg, Mount Pleasant, Youngwood
Zelienople	Beaver Falls, Criders Corners (North Pitt. Tel. Co.), Ellwood City, Evans City (CenturyLink), Zelienople

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.3 Verizon Pennsylvania, LLC – Philadelphia Local

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
<b>Philadelphia Zone 1</b>  Central Office Districts:  Baldwin, Poplar, Regent, Locust, Market, Dewey, Pennypacker	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4
<b>Philadelphia Zone 2</b>  Central Office Districts:  City-West, Overbrook, Eastwick, Saratoga, University City	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 14, Phila. Sub. Zone 17, Phila. Sub. Zone 21, Phila. Sub. Zone 23, Phila. Sub. Zone. 24

Issued: January XX, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.3 Verizon Pennsylvania, LLC – Philadelphia Local (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
<b>Philadelphia Zone 3</b>  Central Office Districts:  Oak Lane, Chestnut Hill, Manayunk, Germantown, Davenport (Logan)	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 23, Phila. Sub. Zone 31, Phila. Sub. Zone 32, Phila. Sub. Zone 34
<b>Philadelphia Zone 4</b>  Central Office Districts:  Fox Chase, Toresdale, Bustleton, Frankford, Mayfair	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 34, Phila. Sub. Zone 37, Phila. Sub. Zone 40, Phila. Sub. Zone 41

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

 Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.4 Verizon Pennsylvania, LLC – Philadelphia Suburban

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE (Verizon – DE), Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE (Verizon – DE)
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE (Verizon – DE), Media, Swarthmore
Media (Phil. Suburban Zone 12)	Broomall-Newtown Square, Chester, Chester Heights, Media, Swarthmore
Swarthmore (Phil. Suburban Zone 13)	Broomall-Newtown Square, Chester, Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Media, Swarthmore, Upper Darby
Darby-Ridley Park-Sharon Hill (Phil. Suburban Zone 14)	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby
Upper Darby (Phil. Suburban Zone 17)	Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Havertown-Manoa (Phil. Suburban Zone 21)	Ardmore, Broomall-Newtown Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby

Issued: January XX, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.4 Verizon Pennsylvania, LLC – Philadelphia Suburban (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Broomall-Newtown Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Havertown-Manoa, Media, Paoli-Malvern-Berwyn, Swarthmore, Wayne
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3
Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phil. Suburban Zone 25)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newtown Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.4 Verizon Pennsylvania, LLC – Philadelphia Suburban (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Norristown (Phil. Suburban Zone 30)	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne
Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove
Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.4 Verizon Pennsylvania, LLC – Philadelphia Suburban (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Feasterville-Churchville (Phil. Suburban Zone 40)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban Zone 42)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yardley
Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Competitive Local Exchange Carrier Tariff

---

Section 8 – SERVICE AND CALLING AREAS (continued)

8.2 Local Calling Areas (continued)

8.2.4 Verizon Pennsylvania, LLC – Philadelphia Suburban (continued)

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Warrington (Phil. Suburban Zone 45)	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas

## 8.2.5 Verizon Pennsylvania, LLC – Pittsburgh Local

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Bellevue (Includes West View)	Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh
Braddock (Includes Wilkinsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh
Homestead	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh

Issued: January XX, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.5 Verizon Pennsylvania, LLC– Pittsburgh Local (continued)

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas

## 8.2.6 Verizon Pennsylvania, LLC – Pittsburgh Suburban

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Bethel Park (Pitt. Sub. 12)	Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills
Bridgeville (Pitt. Sub. 13)	Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale
Carnegie (Pitt. Sub. 14)	Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale
Coraopolis (Pitt. Sub. 15)	Coraopolis, Carnegie, Sewickley, Bellevue, West View, Crafton, McKees Rocks, Ambridge, Glenwillard, Imperial
Fox Chapel (Includes Dorseyville) (Pitt. Sub. 19)	East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale
Glenshaw (Pitt. Sub. 18)	Fox Chapel, Glenshaw, Millvale, Perrysville
Irwin (Pitt. Sub. 23)	Irwin, McKees Rocks, Monroeville, Greensburg, Harrison City (Windstream), Hermine, Jeannette
McKeesport (Pitt. Sub. 10)	McKeesport, Pleasant Hills, Bethel Park, Monroeville, Irwin, Clairton, Elizabeth, Homestead
Monroeville (Includes Turtle Creek) (Pitt. Sub. 22)	Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills

Issued: January XX, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Calling Areas (continued)

## 8.2.6 Verizon Pennsylvania, LLC – Pittsburgh Suburban (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania LLC unless otherwise noted.</i>
Oakmont (Pitt. Sub. 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum
Penn Hills (Pitt. Sub. 21)	Braddock, Export, Monroeville, Oakmont Penn Hills
Perrysville (Pitt. Sub. 17)	Bellevue, Glenshaw, Perrysville, Wexford
Pleasant Hills (Pitt. Sub. 11)	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills
Sewickley (Pitt. Sub. 16)	Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

8.2 Calling Areas (continued)

8.2.7 CenturyLink

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Allensville	Allensville, Belleville, Huntingdon (Verizon Pa.), Lewistown (Verizon Pa.)
Bedford	Bedford, Charlesville, Everett, Fishertown, Osterburg, Schellsburg
Bedford Valley	Bedford, Bedford Valley, Hyndman
Beech Creek	Beech Creek, Howard, Lock Haven (Verizon Pa.), Mill Hall
Belleville	Allensville, Belleville, Lewistown (Verizon Pa.), Reedsville
Biglerville	Biglerville, Gettysburg, York Springs
Blacktown	Blacktown, Plain Grove, Volant, Grove City (Verizon Pa.), Mercer (Verizon Pa.)
Blain	Blain, East Waterford, Loysville
Blue Ridge Summit	Blue Ridge Summit, Highfield, Md. (C & P Tel. Co. of Md.), Waynesboro

Issued: January XX, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
 Southern Light, LLC  
 107 St. Francis Street, Suite 1800  
 Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Bruin	Chicora, North Washington, Parker, Petrolia, Bruin
Butler	Chicora, Connoquenessing, Meridian, Nixon, Prospect, West Sunbury, Butler
Carlisle	Carlisle, Mount Holly Springs, Newville
Chambersburg	Chambersburg, Fayetteville, Marion, Saint Thomas
Charlesville	Bedford, Charlesville, Everett
Chicora	Bruin, Butler, North Washington, Petrolia, Chicora
Claysburg	Altoona (Verizon Pa.), Claysburg, Hollidaysburg (Verizon Pa.), Osterburg, Roaring Spring
Clearville	Bedford, Clearville, Everett
Columbia	Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mount Joy, Mountville, Wrightsville (Verizon North)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Connoquenessing	Butler, Evans City, Meridian, Nixon, Prospect, Connoquenessing
Dry Run	Chambersburg, Dry Run
Duncannon	Duncannon, Harrisburg Zone 1, Marysville, New Bloomfield, Newport
East Waterford	Blain, East Waterford, Mifflintown, Port Royal
Eau Claire	Emlenton, Foxburg, North Washington, Parker, Eau Claire
Elizabethtown	Elizabethtown, Columbia, Hershey (Verizon North), Lancaster (Verizon Pa.), Marietta, Mt. Joy, Middletown (Verizon Pa.)
Emlenton	Eau Claire, Foxburg, Parker, Rockland (Windstream), Emlenton
Evans City	Butler, Connoquenessing, Criders Corners (North Pittsburgh Tel. Co.), Nixon, Zelenople (Verizon Pa.), Evans City

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Everett	Bedford, Breezewood (Breezewood Tel. Co.), Clearville, Everett
Fairfield	Emmitsburg, Md. (C & P Tel. Co. of Md.), Fairfield, Gettysburg
Fayetteville	Chambersburg, Fayetteville
Fishertown	Bedford, Fishertown, Osterburg, Schellsburg
Foxburg	Eau Claire, Emlenton, Parker, Foxburg
Gettysburg	Biglerville, Fairfield, Gettysburg
Greencastle	Chambersburg, Greencastle, Marion, Waynesboro
Hanover	Hanover, Jefferson (Verizon North), Littlestown, New Oxford
Harrisville	Plain Grove, Portersville, Slippery Rock, Volant, West Sunbury, Wesley (Verizon North), Harrisville, Grove City (Verizon Pa.)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Hewitt	Cumberland, Md. (Verizon MD), Flintstone, Md. (Verizon MD), Hewitt, Oldtown, Md. (Verizon MD), Ridgeley, W. Va. (Verizon WVA), State Line
Hopewell	Everett, Hopewell, Saxton (Verizon Pa.)
Howard	Beech Creek, Bellefonte (Verizon Pa.), Howard, State College (Verizon Pa.), Zion
Hyndman	Bedford, Bedford Valley, Hyndman
Ickesburg	Ickesburg, Loysville, Millerstown, New Bloomfield, Newport, Port Royal
Littlestown	Gettysburg, Hanover, Littlestown, New Oxford, Silver Run, Md. (C & P Tel. Co. of Md.)
Liverpool	Liverpool, Millerstown, Newport
Loysburg	Loysburg, Martinsburg, Roaring Spring
Loysville	Blain, Ickesburg, Loysville, New Bloomfield

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Marietta	Columbia, Elizabethtown, Lancaster (Verizon Pa.), Marietta, Mt. Joy, Mountville
Marion	Chambersburg, Greencastle, Marion
Marklesburg	McConnellstown, Huntingdon (Verizon Pa.), Marklesburg
Martinsburg	Altoona (Verizon Pa.), Hollidaysburg (Verizon Pa.), Loysburg, Martinsburg, Roaring Spring, Williamsburg
Marysville	Duncannon, Harrisburg Zone 1 (Verizon Pa.), Marysville
McAlisterville	McAlisterville, Mifflintown, Port Royal, Richfield, Thompsontown
McConnellstown	Alexandria (Verizon Pa.), Huntingdon (Verizon Pa.), Mount Union (Verizon Pa.), Marklesburg, McConnellstown
McConnellsburg	McConnellsburg

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Mercersburg	Chambersburg, Greencastle, Marion, Mercersburg, Saint Thomas
Meridian	Butler, Connoquenessing, Nixon, Prospect, Meridian
Mifflintown	East Waterford, Lewistown (Verizon Pa.), McAlisterville, Mifflintown, Port Royal, Thompsontown
Millerstown	Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport, Thompsontown
Mill Hall	Beech Creek, Lock Haven (Verizon Pa.), Mill Hall
Mount Joy	Mount Joy, Columbia, Elizabethtown, Marietta, Mountville, Lancaster (Verizon Pa.), Landisville (Verizon Pa.), Manheim (Denver & Ephrata Tel. Co.)
Mountville	Mountville, Columbia, Marietta, Millersville (Verizon Pa.), Mount Joy, Lancaster (Verizon Pa.), Landisville (Verizon Pa.)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Mt. Holly Springs	Carlisle, Mt. Holly Springs
New Bloomfield	Duncannon, Ickesburg, Loysville, Millerstown, New Bloomfield, Newport
Newburg	Chambersburg, Newburg, Newville, Shippensburg
New Oxford	East Berlin (Verizon North), Hanover, Littlestown, New Oxford, Gettysburg
Newport	Duncannon, Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport
Newville	Carlisle, Newburg, Newville
Nixon	Butler, Connoquenessing, Evans City, Meridian, Nixon, Saxonburg (North Pittsburgh Tel. Co.)
North Washington	Bruin, Butler, Chicora, Eau Claire, Petrolia, West Sunbury, North Washington
Orbisonia	Orbisonia, Mt. Union (Verizon Pa.), Shade Gap, Three Springs

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Osterburg	Bedford, Claysburg, Fishertown, Osterburg
Parker	Bruin, Eau Claire, Emlenton, Foxburg, Petrolia, Callensburg (Brookville Tel. Co.), Parker
Petrolia	Bruin, Butler, Chicora, North Washington, Parker, Petrolia
Plain Grove	Harrisville, Portersville, Slippery Rock, Volant, Blacktown, Grove City (Verizon Pa.)
Portersville	Butler, Harrisville, Plain Grove, Prospect, Volant, Slippery Rock, Princeton (Verizon North), Elwood City (Verizon Pa.), Portersville, Zelianople (Verizon Pa.)
Port Royal	East Waterford, Ickesburg, Lewistown (Verizon Pa.), McAlisterville, Mifflintown, Port Royal, Thompsontown
Prospect	Butler, Connoquenessing, Meridian, Portersville, Prospect

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Reedsville	Belleville, Lewistown (Verizon Pa.), Reedsville
Richfield	McAlisterville, Mt. Pleasant Mills (Verizon North), Richfield
Roaring Spring	Altoona (Verizon Pa.), Claysburg, Hollidaysburg (Verizon Pa.), Loysburg, Martinsburg, Roaring Spring
Saint Thomas	Chambersburg, Mercersburg, Saint Thomas
Schellsburg	Bedford, Fishertown, Schellsburg
Shade Gap	Orbisonia, Shade Gap, Three Springs
Shippensburg	Chambersburg, Newburg, Shippensburg
Slippery Rock	Butler, Harrisville, Plain Grove, Portersville, Volant, West Sunbury, Slippery Rock

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 – SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
State Line	Cumberland, Md. (Verizon MD), Flintstone, Md. (Verizon MD), Hewitt, Oldtown, Md. (Verizon MD), Ridgeley, W. Va. (Verizon WVA) State Line
Thompsontown	McAlisterville, Mifflintown, Millerstown, Port Royal, Thompsontown
Three Springs	Orbisonia, Shade Gap, Three Springs, Huntingdon (Verizon Pa.)
Volant	Harrisville, Plain Grove, Portersille, Slippery Rock, New Castle (Verizon Pa.), Blacktown, New Wilmington (Verizon North), Volant
Waynesboro	Blue Ridge Summit, Greencastle, Highfield, Md. (C & P Tel. Co. of Md.), Waynesboro, Chambersburg
West Sunbury	Butler, Harrisville, North Washington, Slippery Rock, West Sunbury

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.7 CenturyLink (continued)

<b>Originating Exchange</b>	<b>Local Calling Area</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein CenturyLink unless otherwise noted.</i>
Williamsburg	Altoona, Hollidaysburg (Verizon Pa.), Martinsburg, Williamsburg
York Springs	Biglerville, Gettysburg, York Springs
Zion	Bellefonte (Verizon Pa.), Howard, State College (Verizon Pa.), Zion

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.8 Frontier Communications of Pennsylvania, LLC

<i>Exchange</i>	<i>Local Calling Area</i>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Frontier Communications of Pennsylvania, LLC, unless otherwise noted</i>
Intercourse	Intercourse, Gap (Commonwealth), Lancaster (Verizon), Leola, New Holland, Strasburg (Verizon), Terre Hill
Leola	Akron (D&E), Ephrata (D&E), Intercourse, Lancaster (Verizon), Leola, Lititz (D&E), New Holland, Terre Hill
New Holland	Akron (D&E), Ephrata (D&E), Intercourse, Lancaster (Verizon), Leola, New Holland, Terre Hill
Terre Hill	Adamstown (D&E), Akron (D&E), Denver (D&E), Ephrata (D&E), Green Hills (CTT), Intercourse, Leola, Morgantown (CTT), New Holland, Terre Hill

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.9 Frontier Commonwealth Telephone Company

<b>Originating Exchange</b>	<b>Local Calling Areas</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMONWEALTH TELEPHONE COMPANY</b> unless otherwise noted.</i>
LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Atglen	Atglen, Gap, Parkesburg (Verizon PA)
Bangor	Bangor, Belvidere, Easton* (Verizon PA), Pen Argyl, Portland, Saylorsburg
Belvidere	Bangor, Belvidere, Belvidere, NJ (CenturyLink), Easton* (Verizon PA), Hope, NJ (CenturyLink), Oxford, NJ (CenturyLink), Pen Argyl
Benton	Benton, Huntington Mills, Orangeville
Blossburg	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Brooklyn	Brooklyn, Montrose, Nicholson, Springville
Center Moreland	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Lake Winola, Noxen, Pittston* (Verizon PA), Trucksville, Tunkhannock, Wilkes-Barre (Verizon PA), Wyoming* (Verizon PA)
Clarks Summit	Clarks Summit, Dalton, Factoryville, Lake Winola, Scranton (Verizon PA)
Conyngham-Drums	Conyngham, Hazleton (Verizon PA), Nuremberg, Wapwallopen
Coopersburg	Allentown (Verizon PA), Bethlehem (Verizon PA), Coopersburg, Emmaus* (Verizon North), Quakertown* (Verizon PA)
Covington	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Dallas	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.9 Frontier Commonwealth Telephone Company (continued)

<b>Originating Exchange</b>	<b>Local Calling Areas</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMONWEALTH TELEPHONE COMPANY</b> unless otherwise noted.</i>
LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Dalton	Clarks Summit, Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon PA)
Dushore	Dushore, Estella, Laporte, New Albany
Eagles Mere	Eagles Mere, Estella, Laporte, Muncy Valley
Estella	Dushore, Eagles Mere, Estella, Laporte
Elizabethville	Elizabethville, Gratz, Halifax (Verizon PA), Lykens, Millersburg
Factoryville	Clarks Summit, Clifford (North Eastern), Dalton, Factoryville, Lake Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
Ferndale	Bedminster (Verizon PA), Doylestown* (Verizon PA), Ferndale, Milford, NJ (Verizon NJ), Plumsteadville (Verizon PA), Quakertown (Verizon PA), Reigelsville (Verizon PA), Springtown (Verizon PA), Uhlerstown, Upper Black Eddy (Verizon PA)
Gap	Atglen, Gap, Intercourse (Frontier PA), Kirkwood, Parkesburg (Verizon PA), Quarryville, Strasburg (Verizon PA), Lancaster* (Verizon PA)
Gratz	Elizabethville, Gratz, Lykens, Tower City, Valley View
Hallstead	Hallstead, Lawsville, New Milford (North Eastern), Susquehanna
Harding	Center Moreland, Clarks Summit*, Dallas, Harding, Pittston (Verizon PA), Scranton* (Verizon PA), Trucksville, Tunkhannock*, Wilkes-Barre* (Verizon PA)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.9 Frontier Commonwealth Telephone Company (continued)

<b>Originating Exchange</b>	<b>Local Calling Areas</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMONWEALTH TELEPHONE COMPANY</b> unless otherwise noted.</i>
LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Harveys Lake	Center Moreland, Dallas, Harveys Lake, Kingston (Verizon PA) Noxen, Sweet Valley, Trucksville, Wilkes-Barre* (Verizon PA)
Hensel	Hensel, Kirkwood, Lancaster* (Verizon PA), Quarryville, Rawlinsville
Huntington Mills	Benton, Huntington Mills, Muhlenburg, Shickshinny
Kirkwood	Gap, Hensel, Kirkwood, Lancaster* (Verizon PA), Oxford (Verizon PA), Quarryville
Laceyville	Laceyville, Mehoopany, Tunkhannock*, Wyalusing
Lake Winola	Center Moreland, Clarks Summit, Dalton, Factoryville, Winola, Nicholson, Scranton (Verizon PA), Tunkhannock
Laporte	Dushore, Eagles Mere, Estella, Laporte, Muncy Valley, New Albany
Lawrenceville	Elkland (Verizon North), Lawrenceville, Tioga
Lawsville	Hallstead, Lawsville, Montrose, Rush, St. Joseph
Leesport	Fleetwood (Verizon PA), Hamburg (Verizon PA), Leesport, Reading (Verizon PA)
Leraysville	LeRaysville, Rome, Rush, Towanda, Warren Center
Lewisberry	Harrisburg (Zone1) (Verizon PA), Lewisberry, Mechanicsburg (Verizon PA)
Liberty	Blossburg, Liberty, Morris
Lykens	Elizabethville, Gratz, Lykens, Tower City, Valley View

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.9 Frontier Commonwealth Telephone Company (continued)

<b>Originating Exchange</b>	<b>Local Calling Areas</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMONWEALTH TELEPHONE COMPANY</b> unless otherwise noted.</i>
LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Mansfield	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
Mehoopany	Laceyville, Mehoopany, Tunkhannock
Middlebury Center	Middlebury Center, Tioga, Wellsboro
Millersburg	Elizabethville, Halifax (Verizon PA), Millersburg
Montrose	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
Morris	Liberty, Morris, Wellsboro
Muhlenburg	Huntingdon Mills, Muhlenburg, Nanticoke* (Verizon PA), Shickshinny, Sweet Valley, Wilkes-Barre* (Verizon PA)
Muncy Valley	Eagles Mere, Hughesville* (Windstream), Laporte, Muncy Valley
New Albany	Dushore, Laporte, New Albany, Towanda, Wyalusing
Nicholson	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock*
Noxen	Centermoreland, Dallas, Harveys Lake, Noxen, Sweet Valley, Trucksville, Tunkhannock
Nuangola	Mountaintop (Verizon PA), Nanticoke (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre (Verizon PA)
Nuremberg	Conyngham, Hazleton (Verizon PA), Nuremberg, Ringtown

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.9 Frontier Commonwealth Telephone Company (continued)

<b>Originating Exchange</b>	<b>Local Calling Areas</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMONWEALTH TELEPHONE COMPANY</b> unless otherwise noted.</i>
LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Orangeville	Benton, Berwick* (Verizon PA), Bloomsburg (Verizon PA), Orangeville
Pen Argyl	Bangor, Belvidere, Easton* (Verizon PA), Nazareth* (Verizon PA), Pen Argyl, Saylorsburg
Pocono Lake	Mount Pocono* (Verizon PA), Pocono Lake, Stroudsburg* (Verizon PA), White Haven* (Verizon PA)
Portland	Bangor, Columbia, NJ (West Jersey), Portland, Stroudsburg* (Verizon PA)
Quarryville	Gap, Hensel, Kirkwood, Lancaster (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
Rawlinsville	Hensel, Lancaster (Verizon PA), Millersville* (Verizon PA), Quarryville, Rawlinsville, Strasburg (Verizon PA)
Ringtown	Nuremberg, Ringtown, Shenandoah (Verizon PA)
Rome	LeRaysville, Nichols, NY (NY Tel), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
Rush	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
St. Joseph	Lawsville, Montrose, Rush, St. Joseph, Warren Center
Saylorsburg	Bangor, Pen Argyl, Saylorsburg, Stroudsburg (Verizon PA)
Shickshinny	Berwick (Verizon PA), Huntington Mills, Muhlenburg, Nanticoke* (Verizon PA), Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre* (Verizon PA)

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.9 Frontier Commonwealth Telephone Company (continued)

<b>Originating Exchange</b>	<b>Local Calling Areas</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMONWEALTH TELEPHONE COMPANY</b> unless otherwise noted.</i>
LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Springville	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock*
Susquehanna	Hallstead (North Eastern), Jackson (North Eastern), Susquehanna, Thompson (North Eastern)
Sweet Valley	Dallas, Harveys Lake, Kingston* (Verizon PA), Muhlenburg, Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
Tioga	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro*
Towanda	LeRaysville, Leroy (Canton), New Albany, Rome, Towanda, Troy, Ulster, Wyalusing
Tower City	Gratz, Lykens, Tower City, Tremont, Valley View
Tremont	Minersville (Verizon PA), Pine Grove (Verizon North), Pottsville* (Verizon PA), Tower City, Tremont, Valley View
Troy	Canton (Canton), Leroy (Canton), Towanda, Troy
Trucksville	Center Moreland, Dallas, Harding, Harveys Lake, Kingston (Verizon PA), Noxen, Sweet Valley, Trucksville, Wilkes-Barre (Verizon PA)
Tunkhannock	Centermoreland, Factoryville, Lake Winola, Mehoopany, Noxen, Tunkhannock
Uhlerstown	Doylestown* (Verizon), Ferndale, Frenchtown, NJ (CenturyLink), Plumsteadville* (Verizon), Uhlerstown, Upper Black Eddy (Verizon PA)
Ulster	Rome, Sayre* (Verizon North), Towanda, Ulster

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.9 Frontier Commonwealth Telephone Company (continued)

<b>Originating Exchange</b>	<b>Local Calling Areas</b> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMONWEALTH TELEPHONE COMPANY</b> unless otherwise noted.</i>
LOCAL SERVICE AREAS An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way	
Valley View	Gratz, Lykens, Tower City, Tremont, Valley View
Wapwallopen	Berwick (Verizon PA), Conyngham, Nuangola, Shickshinny, Wapwallopen
Warren Center	LeRaysville, Nichols, NY (NY Tel), Rome, St. Joseph, Warren Center
Wellsboro	Mansfield, Middlebury Center, Morris, Wellsboro
Wyalusing	Laceyville, New Albany, Towanda, Wyalusing

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.10 Frontier Communications of Breezewood, Inc.

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMUNICATIONS of BREEZEWOOD</b> unless otherwise noted.</i>
Breezewood	Breezewood, Everett (CenturyLink), New Grenada
Needmore	Hancock, Md. (C&P of Md.), Needmore, Warfordsburg
New Grenada	New Grenada, Breezewood
Warfordsburg	Needmore, Hancock, Md. (C&P of Md.), Warfordsburg

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

## Competitive Local Exchange Carrier Tariff

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.11 Frontier Communications of Canton

<b>Originating Exchange</b>	<b>Local Calling Area</b>  <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMUNICATIONS of CANTON unless otherwise noted.</b></i>
Canton	Canton, Leroy, Troy (Commonwealth Tel Co.)
Leroy	Canton, Leroy, Troy (Commonwealth Tel Co.), Towanda (Commonwealth Tel Co.)

---

 Competitive Local Exchange Carrier Tariff
 

---

Section 8 - SERVICE AND CALLING AREAS (Continued)

## 8.2 Local Calling Areas (continued)

## 8.2.12 Frontier Communications of Lakewood, LLC

<i>Exchange</i>	<i>Local Calling Area</i>
Lakewood	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein <b>Frontier Communications of Lakewood, LLC</b>, unless otherwise noted</i> Lakewood, Mahanoy City (Verizon), Tamaqua (Verizon)

Competitive Local Exchange Carrier Tariff

---

Section 8 - SERVICE AND CALLING AREAS (Continued)

8.2 Local Calling Areas (continued)

8.2.13 Frontier Communications of Oswayo River

<b>Originating Exchange</b>	<b>Local Calling Area</b>
	<i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges. The incumbent local exchange carrier is listed for reference only, herein <b>FRONTIER COMMUNICATIONS of OSWAYO RIVER</b> unless otherwise noted.</i>
Millport	Coudersport, Genesee, Millport, Shinglehouse
Shinglehouse	Coudersport, Genesee, Millport, Shinglehouse
Genesee	Coudersport, Genesee, Millport, Shinglehouse, Ulysses

---

Competitive Local Exchange Carrier Tariff

---

Section 9 – RATES AND CHARGES

9.1 Metro Ethernet Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
50Mbps	ICB	ICB
100Mbps	ICB	ICB
200Mbps	ICB	ICB
300Mbps	ICB	ICB
400Mbps	ICB	ICB
500Mbps	ICB	ICB
600Mbps	ICB	ICB
700Mbps	ICB	ICB
800Mbps	ICB	ICB
900Mbps	ICB	ICB
1000Mbps	ICB	ICB
10Gbps	ICB	ICB

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

---

Competitive Local Exchange Carrier Tariff

---

## SECTION 9 – RATES AND CHARGES (Continued)

9.2 Private Line Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
OC-192	ICB	ICB

---

Issued: April 6, 2018Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

Competitive Local Exchange Carrier Tariff

---

SECTION 9 – RATES AND CHARGES (Continued)

9.3 Wavelength Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
1 Gbps	ICB	ICB
2.5 Gbps	ICB	ICB
10 Gbps	ICB	ICB

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Competitive Local Exchange Carrier Tariff

---

SECTION 9 – RATES AND CHARGES (Continued)

9.4 Service Elements

Nonrecurring Charges

Administrative Charge:	ICB
Design and Central Office Connection Charge:	ICB
Customer Connection Charge:	ICB
Local Distribution Channel:	ICB
Channel Mileage Termination:	ICB
Channel Mileage:	ICB
Optional Features:	
Add/Drop Multiplexing:	ICB
Add/Drop Function:	ICB

COMPETITIVE LOCAL EXCHANGE CARRIER

**Southern Light, LLC**

COMPETITIVE LOCAL EXCHANGE CARRIER

SWITCHED ACCESS TARIFF  
Regulations and Schedule of Charges

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon North LLC Telephone PA PUC Nos. 1, 3, 5 and 6; Verizon Pennsylvania LLC Telephone PA PUC Nos. 180A, 182, 182A, 185B and 185C; CenturyLink Pa. P.U.C. No. 27; Frontier Communications of Pennsylvania, LLC Pa. P.U.C. No. 14; Frontier Commonwealth Telephone Company PA P.U.C. No. 24; Frontier Communications of Breezewood PA P.U.C. No. 5; Frontier Communications of Canton PA P.U.C. No. 3; Frontier Communications of Lakewood, LLC PA P.U.C. No. 5; Frontier Communications of Oswayo River PA P.U.C. No. 5.

This tariff is in concurrence with all applicable State and Federal laws, Rules and Regulations, and Orders, including but not limited to, the Telecommunications Act of 1934, as amended, 66 Pa. C.S. and 52 Pa. Code. Any provisions contained in the Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and suspended.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company’s place of business:

107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Switched Access Services Tariff

---

List of Modifications

---

Issued: April 6, 2018

Issued By: Jeffrey Strenkowski  
Southern Light LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

Switched Access Services Tariff

---

CHECK SHEET

PAGE NUMBER	REVISION
Title Page	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original

\* - Indicates pages included with this filing

---

Issued: April 6, 2018  
Issued By: Jeffrey Strenkowski  
Southern Light LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

Switched Access Services Tariff

---

TABLE OF CONTENTS

Title Page..... Title

List of Modifications ..... 1

Check Sheet .....2

Table of Contents ..... 3

Explanation of Notes .....4

Section 1 - General Regulations .....5

Section 2 - Rules and Regulations .....8

Section 3 – Switched Access Service .....27

Service 4 – Special Arrangements .....29

Section 5 – Current Rates .....30

---

Switched Access Services Tariff

---

EXPLANATION OF NOTES

- (C) Indicates Changed Regulation
- (D) Indicates Rate Decrease
- (I) Indicates Rate Increase

---

Switched Access Services Tariff

---

## SECTION 1 - GENERAL REGULATIONS

## 1.1 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – Southern Light, LLC.

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Switched Access Services Tariff

---

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.1 DEFINITIONS (Cont'd)

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

---

Switched Access Services Tariff

---

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.2 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

1.2.1 Scope

The Company's services offered pursuant to this tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

---

Switched Access Services Tariff

---

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

1. Service may be used for any lawful purpose by the Customer or by any End User.
2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
4. Any service provided under this Tariff may be resold, unless otherwise specified, to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

---

Switched Access Services Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
4. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
5. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold, unless otherwise specified, to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Switched Access Services Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

When service does not begin on the first day of the monthly billing cycle, or end on the last day of the monthly billing cycle, the charge for the fractional part of the month in which service was furnished will be calculated on a pro-rata basis.

---

Switched Access Services Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis unless otherwise specified. Bills are due and payable upon receipt.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.3.3 The Company reserves the right to assess a charge of \$10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.
- 2.3.4 Application of Late Payment Charge
  - 1. Late payment charges do not apply to final accounts.
  - 2. A late payment charge on overdue charges will incur at the rate of 1.25% per month or the highest rate allowed by the law.

---

Switched Access Services Tariff

---

## SECTION 2 - RULES AND REGULATIONS (CONT'D)

## 2.4 DEPOSITS

- 2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated service charges but may vary with the Customer's credit history and projected service requirements. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of service requirements.
- 2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.4.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.4.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.4.5 Deposits will bear simple interest computed from the date it is received by the Company to the date the deposit is refunded, or service is terminated. Simple interest will be paid or credited to the Customer while the Company holds the deposit. The interest rate shall be specified by the Pennsylvania Public Utility Commission.

---

Switched Access Services Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request, an in-depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.9 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

If a Customer and the Company are unable to resolve billing disputes to their mutual satisfaction, Customer may file an informal complaint with the Bureau of Consumer Services at the Pennsylvania Public Utilities Commission, P.O. Box 3265, Harrisburg, Pennsylvania 17105-3265, Phone: 1-800--692-7380, in accordance with the Commission's rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over all complaints.

---

Switched Access Services Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
  
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
  
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

---

Switched Access Services Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

Suspension or termination shall not be made until:

- a. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- b. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- e. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Public Utility Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance, unless otherwise specified, between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

---

Switched Access Services Tariff

---

## Section 2 - RULES AND REGULATIONS (CONT'D)

## 2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

## 2.11.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  - i. if interruption continues for less than 24 hours:
    - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - ii. if interruption continues for more than 24 hours:
    - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Switched Access Services Tariff

---

## Section 2 - RULES AND REGULATIONS (CONT'D)

## 2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

## 2.11.1 Credit for Interruptions (Cont'd)

c. (cont'd)

ii. (cont'd)

- b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

---

Switched Access Services Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

---

Switched Access Services Tariff

---

SECTION 3 – SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's premises to a Customer's premises, and to terminate calls from a Customer's Premises to an End User's premises.

Switched Access Service is available when originating and terminating calls from or to an end user, which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth on the Current Rate Sheet.

3.2 Feature Group Access

Feature Group (FG) Access provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trunking, where available. Delivery of calls to or acceptance of calls from the Company's end user locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

3.3 Trunking

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

3.4 Call Types

The following Switched Access Service call types are available:

- Originating FG Access
- Terminating FG Access
- Originating 800 FG Access

3.5 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, and 911 for access to emergency service. The Company will provide originating FG access consistent with dialing parity obligations.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Switched Access Services Tariff

---

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Call in the terminating direction will not be completed to local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911 and 101XXXX access codes.

3.7 Originating 800 FG Access

800 Database Access Service is a service offering utilizing originating trunk side switched access service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten digits of the 8XX number to determine the Customer location to which the call is to be routed.

3.8 Toll-Free 8XX Database Query

The Toll-Free 8XX Database Query Charge will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX database.

3.9 Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation.

3.10 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

---

Switched Access Services Tariff

---

SECTION 4 - SPECIAL ARRANGEMENTS

4.1 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Section. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. Relevant summaries of such contracts shall be reported as required by the Commission.

---

Switched Access Services Tariff

---

SECTION 5 – RATES AND CHARGES

CURRENT RATES

Intrastate Switched Access	
Originating, per minute	\$0.006212
Terminating, per minute	\$0.0000

Toll-Free 8XX Database Query	
Per Query	\$0.0067

Switched Access Optional Features  
All Switched Access Optional Features are offered on an Individual Case Basis (ICB).

COMPETITIVE ACCESS PROVIDER TARIFF

**Southern Light, LLC**

REGULATIONS AND SCHEDULE OF CHARGES  
APPLICABLE TO  
COMPETITIVE ACCESS PROVIDER SERVICES

IN

THE COMMONWEALTH OF PENNSYLVANIA

This tariff is in concurrence with all applicable State and Federal laws, Rules and Regulations, and Orders, including but not limited to, the Telecommunications Act of 1934, as amended, 66 Pa. C.S. and 52 Pa. Code. Any provisions contained in the Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and suspended.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Competitive Access Provider Tariff

---

List of Modifications

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Competitive Access Provider Tariff

---

CHECK SHEET

<u>Page Number</u>	<u>Revision</u>
Title Page	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Competitive Access Provider Tariff

---

TABLE OF CONTENTS

Title Page.....	Title
List of Modifications .....	1
Check Sheet.....	2
Table of Contents .....	3
Explanation of Notes .....	4
Section 1 - General Regulations.....	5
Section 2 - Rules and Regulations.....	9
Section 3 – Private Line Service .....	25
Service 4 – Current Rates .....	26

---

Issued: April 6, 2018  
Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

Effective: \_\_\_\_\_, 2018

Competitive Access Provider Tariff

---

EXPLANATION OF NOTES

- (C) Indicates Changed Regulation
- (I) Indicates Rate Increase
- (D) Indicates Rate Decrease

---

Competitive Access Provider Tariff

---

SECTION 1 - GENERAL REGULATIONS

1.1 DEFINITIONS

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – Southern Light, LLC.

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DS-0 – Digital Service, level 0. Digital signal speed of 64Kbps.

DS-1 – Digital Service, level 1. Digital signal speed of 1.544 Mbps.

DS-3 – Digital Service, level 3. Digital signal speed of 44.736 Mbps.

END USER – A user of any Service provided by or through the Company’s facilities or Service, regardless of whether such person is a Customer.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.1 DEFINITIONS (Cont'd)

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

PRIVATE LINE SERVICE – Service provided by a dedicated, non-switchable link from one or more customer-specified locations to one or more customer specified locations.

SERVICE – Any Service offered by Company to a Customer.

STATE – The Commonwealth of Pennsylvania.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.2 UNDERTAKING OF THE COMPANY

- 1.2.1 The Company undertakes to furnish private line communications service under this Tariff in connection with the transmission of one-way and/or two-way communications which originate and terminate within the State, and are jurisdictionally intrastate.
- 1.2.2 Company's service offerings consist of any of the Service offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered through Company facilities, resold Service, transmission facilities provided by other communications providers, or any combination thereof.
- 1.2.3 Company is responsible only for the Service and facilities it provides under this Tariff, and it assumes no responsibility for any Service provided by any other entity that provides communications service through Company Service or facilities in order to originate and/or terminate such other company's Service.
- 1.2.4 Company may undertake to use reasonable efforts to make available Service to a Customer on or before a particular date. Company does not guarantee availability by any such date and shall not be liable for any Claims arising out of delays in commencing Service to any Customer.

1.3 LIMITATIONS OF SERVICE

- 1.3.1 Service is offered subject to the availability of necessary facilities and subject to the provisions of this Tariff. Company shall have no obligation to construct facilities where they do not exist.
- 1.3.2 Service may not be used for any unlawful purpose.
- 1.3.3 Service may be subject to Company's acquisition and maintenance of an agreement to access the Premises under terms and conditions acceptable to Company, and Services may be denied or discontinued if Company is unable to acquire or maintain such agreement.

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

1. Service may be used for any lawful purpose by the Customer or by any End User.
2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
4. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
5. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold, unless otherwise specified, to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

When service does not begin on the first day of the monthly billing cycle, or end on the last day of the monthly billing cycle, the charge for the fractional part of the month in which service was furnished will be calculated on a pro-rata basis.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

## SECTION 2 - RULES AND REGULATIONS (CONT'D)

## 2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis unless otherwise specified. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.3.3 The Company reserves the right to assess a charge of \$10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.
- 2.3.4 Application of Late Payment Charge
1. Late payment charges do not apply to final accounts.
  2. A late payment charge on overdue charges will incur at the rate of 1.25% per month or the highest rate allowed by law.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

## SECTION 2 - RULES AND REGULATIONS (CONT'D)

## 2.4 DEPOSITS

- 2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated service charges but may vary with the Customer's credit history and projected service requirements. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of service requirements.
- 2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.4.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.4.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.4.5 Deposits will bear simple interest computed from the date it is received by the Company to the date the deposit is refunded, or service is terminated. Simple interest will be paid or credited to the Customer while the Company holds the deposit. The interest rate shall be specified by the Pennsylvania Public Utility Commission.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request, an in-depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.9 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

If a Customer and the Company are unable to resolve billing disputes to their mutual satisfaction, Customer may file an informal complaint with the Bureau of Consumer Services at the Pennsylvania Public Utilities Commission, P.O. Box 3265, Harrisburg, Pennsylvania 17105-3265, Phone: 1-800-692-7380, in accordance with the Commission's rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over all complaints.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge, as listed in the Current Rates in Section 4 as well as any payment due and any applicable deposits prior to reconnection.

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Service shall not be suspended or terminated for:

- a. Nonpayment for service for which a bill has not been rendered;
- b. Nonpayment for service which have not been rendered;
- c. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- d. Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

## SECTION 2 - RULES AND REGULATIONS (CONT'D)

## 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

## 2.8.4 Termination For Cause Other Than Nonpayment

## a. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate service.
2. In the event that service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

---

Competitive Access Provider Tariff

---

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance, unless otherwise specified, between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

## SECTION 2 - RULES AND REGULATIONS (CONT'D)

## 2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

## 2.11.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  - i. if interruption continues for less than 24 hours:
    - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - ii. if interruption continues for more than 24 hours:
    - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

c. (cont'd)

ii. (cont'd)

b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

Section 2 - RULES AND REGULATIONS (CONT'D)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 3 – PRIVATE LINE SERVICE

3.1 PRIVATE LINE SERVICE

Point-to-Point Ethernet solutions are circuits that connect a remote office back to a main office, main office back to an interexchange carrier (IXC), or customer premise to a specific location using fiber optics systems with a Ethernet standard backbone. The connections are primary Layer 2 in Nature, but can also be Layer 3 and point-to-point networks. Point-to-Point networks do not provide redundancy and can be at speeds of 5Mbps to 100Gbps.

3.2 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Section. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. Relevant summaries of such contracts shall be reported as required by the Commission.

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 4 - RATES AND CHARGES

4.1 Service Elements – NonRecurring Charges

4.1.1	Administrative Charge:	ICB
4.1.2	Design and Central Office	ICB
4.1.3	Connection Charge:	ICB
4.1.4	Customer Connection Charge:	ICB
4.1.5	Local Distribution Channel:	ICB
4.1.6	Channel Mileage Termination:	ICB
4.1.7	Channel Mileage:	ICB
4.1.8	Optional Features:	
4.1.8.1	Add/Drop Multiplexing:	ICB
4.1.8.2	Add/Drop Function:	ICB

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

---

Competitive Access Provider Tariff

---

SECTION 4 - CURRENT RATES (CONT'D)

4.2 Private Line Service

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
OC-192	ICB	ICB

---

Issued: April 6, 2018

Effective: \_\_\_\_\_, 2018

Issued By: Jeffrey Strenkowski  
Southern Light, LLC  
107 St. Francis Street, Suite 1800  
Mobile, AL 36602

10-K 1 unit-10k\_20171231.htm 10-K

[Table of Contents](#)

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

**FORM 10-K**

(Mark One)

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

For the fiscal year ended December 31, 2017

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)  
10802 Executive Center Drive  
Benton Building Suite 300  
Little Rock, Arkansas  
(Address of principal executive offices)

46-5230630  
(I.R.S. Employer  
Identification No.)

72211  
(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  
Common Stock, \$0.0001 Par Value

Name of each exchange  
on which registered  
The NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: **None**Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES  NO Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES  NO 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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). YES  NO Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. 

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or 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 

(Do not check if a small reporting company)

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 Act). YES  NO 

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the Registrant, based on the closing price of the shares of common stock on The NASDAQ Stock Market on June 30, 2017, was \$3,342,033,490

The number of shares of Registrant's Common Stock outstanding as of February 23, 2018 was 175,428,468.

## DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive proxy statement relating to the 2018 annual meeting of stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K.

[Table of Contents](#)**Item 8. Financial Statements and Supplementary Data.****Uniti Group Inc.  
Consolidated Financial Statements  
Index to Financial Statements**

	<u>Page</u>
<a href="#">Report of Independent Registered Public Accounting Firm</a>	49
<b>Uniti Group Inc.</b>	
<a href="#">Consolidated Balance Sheets</a>	51
<a href="#">Consolidated Statements of Income</a>	52
<a href="#">Consolidated Statements of Comprehensive Income (Loss)</a>	53
<a href="#">Consolidated Statements of Shareholders' Deficit</a>	54
<a href="#">Consolidated Statements of Cash Flows</a>	56
<a href="#">Notes to Consolidated Financial Statements</a>	58
<b>CLEC Business</b>	
<a href="#">Report of Independent Registered Public Accounting Firm</a>	95
<a href="#">Statement of Revenues and Direct Expenses</a>	96
<a href="#">Notes to Financial Statement</a>	97

[Table of Contents](#)**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholders of Uniti Group Inc.

***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Uniti Group Inc. and its subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of income, comprehensive income (loss), shareholders' deficit and cash flows for each of the years in the period ended December 31, 2017 and 2016 and for the period from April 24, 2015 through December 31, 2015, including the related notes and financial statement schedules listed in the index appearing under Item 15 (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for each of the years in the period ended December 31, 2017 and 2016 and for the period from April 24, 2015 through December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

***Basis for Opinions***

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Annual Report on Internal Control over Financial Reporting, management has excluded Southern Light, LLC and Hunt Telecommunications, LLC from its assessment of internal control over financial reporting as of December 31, 2017 because they were acquired by the Company in purchase business combinations during 2017. We have also excluded Southern Light, LLC and Hunt Telecommunications, LLC from our audit of internal control over financial reporting. Southern Light, LLC and Hunt Telecommunications, LLC are

[Table of Contents](#)

wholly-owned subsidiaries whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting represent 11.0% and 3.5% of total assets, respectively and 5.0% and 1.8% of total revenue, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2017.

***Definition and Limitations of Internal Control over Financial Reporting***

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

Little Rock, Arkansas  
March 1, 2018

We have served as the Company's auditor since 2014.

[Table of Contents](#)

**Uniti Group Inc.**  
**Consolidated Balance Sheets**

(Thousands, except par value)	December 31, 2017	December 31, 2016
<b>Assets:</b>		
Property, plant and equipment, net	\$ 3,053,889	\$ 2,670,037
Cash and cash equivalents	59,765	171,754
Accounts receivable, net	43,652	15,281
Goodwill	673,729	262,334
Intangible assets, net	429,357	160,584
Straight-line revenue receivable	47,041	29,088
Derivative asset	6,793	-
Other assets	15,856	9,674
<b>Total Assets</b>	<b>\$ 4,330,082</b>	<b>\$ 3,318,752</b>
<b>Liabilities, Convertible Preferred Stock and Shareholders' Deficit:</b>		
<b>Liabilities:</b>		
Accounts payable, accrued expenses and other liabilities, net	\$ 77,634	\$ 40,977
Accrued interest payable	28,684	27,812
Deferred revenue	537,553	261,404
Derivative liability	-	6,102
Dividends payable	109,557	94,607
Deferred income taxes	55,478	28,394
Capital lease obligations	56,329	54,535
Contingent consideration	105,762	98,600
Notes and other debt, net	4,482,697	4,028,214
Total liabilities	5,453,694	4,640,645
Commitments and contingencies (Note 14)		
<b>Convertible Preferred Stock</b> , Series A, \$0.0001 par value, 88 shares authorized, issued and outstanding, \$87,500 liquidation value	83,530	80,552
<b>Shareholders' Deficit:</b>		
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: 174,852 shares at December 31, 2017 and 155,139 at December 31, 2016	17	15
Additional paid-in capital	644,328	141,092
Accumulated other comprehensive income (loss)	7,821	(6,369)
Distributions in excess of accumulated earnings	(1,960,715)	(1,537,183)
Total Uniti shareholders' deficit	(1,308,549)	(1,402,445)
Noncontrolling interests - operating partnership units	101,407	-
Total shareholders' deficit	(1,207,142)	(1,402,445)
<b>Total Liabilities, Convertible Preferred Stock, and Shareholders' Deficit</b>	<b>\$ 4,330,082</b>	<b>\$ 3,318,752</b>

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

[Table of Contents](#)

**Uniti Group Inc.**  
**Consolidated Statements of Income**

(Thousands, except per share data)	Year Ended December 31,		Period from
	2017	2016	April 24 - December 31, 2015
<b>Revenues:</b>			
Leasing	\$ 685,099	\$ 676,868	\$ 458,614
Fiber Infrastructure	202,791	70,568	-
Tower	10,055	500	-
Consumer CLEC	18,087	22,472	17,700
Total revenues	916,032	770,408	476,314
<b>Costs and Expenses:</b>			
Interest expense	305,994	275,394	181,797
Depreciation and amortization	434,205	375,970	238,748
General and administrative expense	72,045	35,402	11,208
Operating expense (exclusive of depreciation, accretion and amortization)	102,176	49,668	13,743
Transaction related costs	38,005	33,669	5,210
Other expense	11,284	-	-
Total costs and expenses	963,709	770,103	450,706
<b>(Loss) income before income taxes</b>	(47,677)	305	25,608
Income tax (benefit) expense	(38,849)	517	738
<b>Net (loss) income</b>	(8,828)	(212)	24,870
Net income attributable to noncontrolling interests	611	-	-
<b>Net (loss) income attributable to shareholders</b>	(9,439)	(212)	24,870
Participating securities' share in earnings	(1,509)	(1,557)	(1,152)
Dividends declared on convertible preferred stock	(2,624)	(1,743)	-
Amortization of discount on convertible preferred stock	(2,980)	(1,985)	-
<b>Net (loss) income attributable to common shareholders</b>	\$ (16,552)	\$ (5,497)	\$ 23,718
<b>(Loss) earnings per common share (Note 12):</b>			
Basic	\$ (0.10)	\$ (0.04)	\$ 0.16
Diluted	\$ (0.13)	\$ (0.04)	\$ 0.16
<b>Weighted-average number of common shares outstanding</b>			
Basic	168,693	152,473	149,835
Diluted	168,989	152,473	149,835
<b>Dividends declared per common share</b>	\$ 2.40	\$ 2.40	\$ 1.64

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

[Table of Contents](#)

**Uniti Group Inc.**  
**Consolidated Statements of Comprehensive Income (Loss)**

(Thousands)	Year Ended December 31,		Period from
	2017	2016	April 24 - December 31, 2015
Net (loss) income	\$ (8,828)	\$ (212)	\$ 24,870
Other comprehensive income (loss):			
Unrealized gain (loss) on derivative contracts	12,895	(675)	(5,427)
Changes in foreign currency translation	1,660	(267)	-
Other comprehensive income (loss)	14,555	(942)	(5,427)
Comprehensive income (loss)	5,727	(1,154)	19,443
Comprehensive income attributable to noncontrolling interest	976	-	-
<b>Comprehensive income (loss) attributable to common shareholders</b>	<b>\$ 4,751</b>	<b>\$ (1,154)</b>	<b>\$ 19,443</b>

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

[Table of Contents](#)

**Uniti Group Inc.**  
**Consolidated Statements of Shareholders' Deficit**

(Thousands, except share data)	Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive (Loss) Income	Distributions in Excess of Accumulated Earnings	Noncontrolling Interests	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount					
Balance at April 24, 2015	-	\$ -	149,827,214	\$ 15	\$ -	\$ -	\$ 2,508,405	\$ -	\$ 2,508,420
Net income	-	-	-	-	-	-	24,870	-	24,870
Distributions to Windstream related to Spin-Off	-	-	-	-	-	-	(3,447,879)	-	(3,447,879)
Other comprehensive loss	-	-	-	-	-	(5,427)	-	-	(5,427)
Common stock dividends	-	-	-	-	-	-	(247,361)	-	(247,361)
Equity issuance cost	-	-	-	-	(542)	-	(114)	-	(656)
Stock-based compensation	-	-	35,245	-	1,934	-	-	-	1,934
Other	-	-	-	-	-	-	(807)	-	(807)
Balance at December 31, 2015	-	\$ -	149,862,459	\$ 15	\$ 1,392	\$ (5,427)	\$ (1,162,886)	\$ -	\$ (1,166,906)
2016 Activity:									
Net loss	-	-	-	-	-	-	(212)	-	(212)
Issuance of common stock	-	-	5,077,629	-	137,665	-	-	-	137,665
Amortization of discount on convertible preferred stock	-	-	-	-	(1,985)	-	-	-	(1,985)
Other comprehensive loss	-	-	-	-	-	(942)	-	-	(942)
Common stock dividends	-	-	-	-	-	-	(370,186)	-	(370,186)
Convertible preferred stock dividends	-	-	-	-	-	-	(1,743)	-	(1,743)
Equity issuance cost	-	-	-	-	(623)	-	-	-	(623)
Net share settlement	-	-	-	-	(203)	-	(2,156)	-	(2,359)
Stock-based compensation	-	-	198,549	-	4,846	-	-	-	4,846
Balance at December 31, 2016	-	\$ -	155,138,637	\$ 15	\$ 141,092	\$ (6,369)	\$ (1,537,183)	\$ -	\$ (1,402,445)
2017 Activity:									
Net loss	-	-	-	-	-	-	(9,439)	611	(8,828)
Issuance of common stock	-	-	19,528,302	2	517,499	-	-	-	517,501
Amortization of discount on convertible preferred stock	-	-	-	-	(2,980)	-	-	-	(2,980)
Other comprehensive income	-	-	-	-	-	14,190	-	365	14,555
Common stock dividends	-	-	-	-	-	-	(410,054)	-	(410,054)
Distributions to noncontrolling interest	-	-	-	-	-	-	-	(4,978)	(4,978)

[Table of Contents](#)

Convertible preferred stock dividends	-	-	-	-	-	-	(2,624)	-	(2,624)
Equity issuance cost	-	-	-	-	(18,575)	-	-	-	(18,575)
Contributions from noncontrolling interest holders	-	-	-	-	-	-	-	105,969	105,969
Purchase of noncontrolling interest	-	-	-	-	-	-	-	(560)	(560)
Net share settlement	-	-	-	-	(421)	-	(1,415)	-	(1,836)
Stock-based compensation	-	-	184,575	-	7,713	-	-	-	7,713
Balance at December 31, 2017	-	\$ -	<u>174,851,514</u>	\$ 17	<u>\$ 644,328</u>	<u>\$ 7,821</u>	<u>\$ (1,960,715)</u>	<u>\$ 101,407</u>	<u>\$ (1,207,142)</u>

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

[Table of Contents](#)

**Uniti Group Inc.**  
**Consolidated Statements of Cash Flows**

(Thousands)	Year Ended December 31,		Period from
	2017	2016	April 24 - December 31, 2015
<b>Cash flow from operating activities</b>			
Net (loss) income	\$ (8,828)	\$ (212)	\$ 24,870
Adjustments to reconcile net (loss) income to net cash provided by operating activities:			
Depreciation and amortization	434,205	375,970	238,748
Amortization of deferred financing costs and debt discount	23,102	16,002	10,004
Deferred income taxes	(41,171)	(2,186)	(1,211)
Straight-line rental revenues	(15,136)	(17,293)	(11,795)
Stock-based compensation	7,713	4,846	1,934
Change in fair value of contingent consideration	10,736	-	-
Other	872	936	(3)
Changes in assets and liabilities, net of acquisitions:			
Accounts receivable	(10,524)	(3,516)	(215)
Other assets	(1,560)	(1,365)	(1,148)
Accounts payable, accrued expenses and other liabilities	5,851	2,806	32,024
Net cash provided by operating activities	405,260	375,988	293,208
<b>Cash flow from investing activities</b>			
Acquisition of businesses, net of cash acquired	(761,887)	(488,788)	-
Consideration paid to Windstream Services, LLC	-	-	(1,035,029)
Acquisition of ground lease investments	(21,764)	(11,543)	-
NMS asset acquisition (Note 4)	(69,729)	-	-
Capital expenditures - other	(166,028)	(34,900)	(44,413)
Net cash used in investing activities	(1,019,408)	(535,231)	(1,079,442)
<b>Cash flow from financing activities</b>			
Principal payment on debt	(21,080)	(22,027)	(10,700)
Dividends paid	(400,210)	(367,830)	(156,854)
Payments of contingent consideration	(19,999)	-	-
Proceeds from issuance of Term Loans	-	-	1,127,000
Proceeds from issuance of Notes	201,000	548,875	-
Borrowings under revolving credit facility	845,000	641,000	-
Payments under revolving credit facility	(565,000)	(641,000)	-
Capital lease payments	(3,237)	(1,549)	-
Deferred financing costs	(28,539)	(20,557)	(30,057)
Common stock issuance, net of costs	498,926	54,213	(543)
Purchase of noncontrolling interest	(560)	-	-
Distributions paid to noncontrolling interest	(2,498)	-	-
Net share settlement	(1,836)	(2,359)	(113)
Cash in-lieu of fractional shares	-	-	(19)
Net cash provided by financing activities	501,967	188,766	928,714
Effect of exchange rates on cash and cash equivalents	192	(267)	-
Net (decrease) increase in cash and cash equivalents	(11,989)	29,256	142,480
Cash and cash equivalents at beginning of period	171,754	142,498	18
Cash and cash equivalents at end of period	\$ 59,765	\$ 171,754	\$ 142,498
<b>Non-cash investing and financing activities:</b>			
Property and equipment acquired but not yet paid	\$ 15,285	\$ 5,752	\$ -
Tenant capital improvements	\$ 227,969	\$ 156,972	\$ 68,569
Acquisition of businesses through non-cash consideration	\$ 122,395	\$ 259,996	\$ -
Issuance of notes and other debt to Windstream Services, LLC, net of deferred financing costs (\$34,681)	\$ -	\$ -	\$ 2,412,829

[Table of Contents](#)

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

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements**

**Note 1. Organization and Description of Business**

Uniti Group Inc. (the “Company,” “Uniti,” “we,” “us,” or “our”), formerly known as Communications Sales and Leasing, Inc., was incorporated in the state of Delaware in February 2014 and reorganized in the state of Maryland on September 4, 2014. We are an independent, internally managed real estate investment trust (“REIT”) engaged in the acquisition and construction of mission critical infrastructure in the communications industry. We are principally focused on acquiring and constructing fiber optic broadband networks, wireless communications towers, copper and coaxial broadband networks and data centers. We manage our operations in four separate lines of business: Uniti Fiber, Uniti Towers, Uniti Leasing, and the Consumer CLEC Business.

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, with the only significant difference between the financial position and results of operations of the Operating Partnership and its subsidiaries compared to the consolidated financial position and consolidated results of operations of Uniti is that the results for the Operating Partnership and its subsidiaries do not include Uniti’s Consumer CLEC segment, which consists of Talk America Services. 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 December 31, 2017, we are the sole general partner of the Operating Partnership and own approximately 97.7% of the partnership interests in the Operating Partnership.

**Note 2. Basis of Presentation and Consolidation**

The accompanying Consolidated Financial Statements include all accounts of the Company, its wholly-owned and/or controlled subsidiaries, which consist of 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 Consolidated Financial Statements of Uniti Group Inc. as the Company has determined to be 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 by 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 consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) for 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 Securities and Exchange Commission (“SEC”).

**Note 3. Summary of Significant Accounting Policies**

Use of Estimates—The preparation of financial statements, in accordance with GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and disclosure of contingent assets and liabilities. The estimates and assumptions used in the accompanying financial statements are based upon management’s evaluation of the relevant facts and circumstances as of the date of the

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

financial statements. Actual results may differ from the estimates and assumptions used in preparing the accompanying financial statements, and such differences could be material.

**Property, Plant and Equipment**—Property, plant and equipment is stated at original cost, net of accumulated depreciation. The Company capitalizes costs incurred in bringing property, plant and equipment to an operational state, including all activities directly associated with the acquisition, construction, and installation of the related assets it owns. The Company capitalizes a portion of the interest costs it incurs for assets that require a period of time to get them ready for their intended use. The amount of interest that is capitalized is based on the average accumulated expenditures made during the period involved in bringing the assets comprising a network to an operational state at the Company's weighted average interest rate during the respective accounting period.

The Company also enters into leasing arrangements providing for the long-term use of constructed fiber that is then integrated into the Company's network infrastructure. For each lease that qualifies as a capital lease, the present value of the lease payments, which may include both periodic lease payments over the term of the lease as well as upfront payments to the lessor, is capitalized at the inception of the lease and included in property and equipment. As of December 31, 2017 and 2016, the accumulated amortization of our capital lease assets was \$10.1 million and \$3.2 million, respectively.

Certain property, plant and equipment acquired as part of our spin-off from Windstream Holdings, Inc ("Windstream Holdings" and together with its consolidated subsidiaries "Windstream") is depreciated using a group composite depreciation method. Under this method, when property is retired, the original cost, net of salvage value, is charged against accumulated depreciation and no immediate gain or loss is recognized on the disposition of the property. For all other property, which includes amortization of capital lease assets, depreciation is computed using the straight-line method over the estimated useful life of the respective property. When the property is retired or otherwise disposed of, the related cost and accumulated depreciation are written-off, with the corresponding gain or loss reflected in operating results. Construction in progress includes direct materials and labor related to fixed assets during the construction period. Depreciation will begin once the construction period has ceased and the related asset has been placed into service, in which it will be depreciated over its useful life.

Costs of maintenance and repairs to property, plant and equipment subject triple-net leasing arrangements are the responsibility of our tenant. Costs of maintenance and repairs to property, plant and equipment not subject to triple-net leasing arrangements are expensed as incurred.

We acquire real property interests from third parties who own land where communications infrastructure assets are located and desire to monetize the underlying real property. These real property interests entitle us to receive rental payments from leases on our sites. The financial results of the acquired real property interests are included in the Leasing segment from the date of acquisition and were not material, individually or in the aggregate, to our results of operations. Real property interests are recorded in property, plant and equipment on our Consolidated Balance Sheet.

**Tenant Capital Improvements**—Our lease with Windstream provides that tenant funded capital improvements ("TCIs"), defined as maintenance, repair, overbuild, upgrade or replacements to the leased network, 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 the TCIs as they automatically become our property, and we recognize the cost basis of TCIs that are capital in nature as real estate investments and deferred revenue. We depreciate the real estate investments over their estimated useful lives and amortize the deferred revenue as additional leasing revenues over the same depreciable life of the TCI assets. At December 31, 2017 and 2016, the net book value of TCIs recorded as a component of property, plant and equipment on our Consolidated Balance Sheet was \$432.4 million and \$218.7 million, respectively. For the years ended December 31, 2017 and 2016, we recognized \$14.3 million and \$6.1 million of revenue and depreciation expense related to TCIs, respectively. From the period April 24, 2015 to December 31, 2015 we recognized \$0.8 million of revenue and depreciation expense related to TCIs.

**Impairment of Long-Lived Assets**—We review long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset group may not be recoverable from future undiscounted

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

net cash flows we expect the asset group to generate. If the asset group is not fully recoverable, an impairment loss would be recognized for the difference between the carrying value of the asset group and its estimated fair value based on discounted net future cash flows. During the years ended December 31, 2017, 2016 and from the period April 24, 2015 to December 31, 2015, there were no events or changes in circumstances indicating that the carrying amount of any of our assets groups to not be recoverable from future undiscounted net cash flows we expect the asset groups to generate, and no impairment losses were recognized.

**Asset Retirement Obligations**—The Company records obligations to perform asset retirement activities, primarily including requirements to remove equipment from leased space or customer sites as required under the terms of the related lease and customer agreements. The fair value of the liability for asset retirement obligations, which represents the net present value of the estimated expected future cash outlay, is recognized in the period in which it is incurred and the fair value of the liability can reasonably be estimated. The liability accretes as a result of the passage of time and related accretion expense is recognized in the Consolidated Statements of Income. The associated asset retirement costs are capitalized as an additional carrying amount of the related long-lived asset and depreciated on a straight-line basis over the asset's useful life. As of December 31, 2017 and 2016, our aggregate carrying amount of asset retirement obligations totaled \$9.4 million and \$4.2 million, respectively. During the year ended December 31, 2017, we incurred liabilities of \$4.4 million and recognized \$0.8 million of accretion expense related to asset retirement obligations.

**Cash and Cash Equivalents**—Cash and cash equivalents include all non-restricted cash held at financial institutions and other non-restricted highly liquid short-term investments with original maturities of three months or less.

**Derivative Instruments and Hedging Activities**—We account for our derivatives in accordance with FASB ASC 815, *Derivatives and Hedging*, in which we reflect all derivative instruments at fair value as either assets or liabilities on our Consolidated Balance Sheet. For derivative instruments that are designated and qualify as hedging instruments, we record the effective portion of the gain or loss on the hedged instruments as a component of accumulated other comprehensive income or loss. Any ineffective portion of a derivative's change in fair value is immediately recognized within net income. For derivatives that do not meet the criteria for hedge accounting, changes in fair value are immediately recognized within net income. See Note 5 and Note 7.

**Intangible Assets**—Intangible assets are presented in the financial statements at cost less accumulated amortization and are amortized using the straight-line method over their estimated useful lives with the exception of the customer list intangible assets related to our Consumer CLEC Business, which were brought over at carry-over basis at the time of the Company's spin-off from Windstream in 2015, and are amortized using the sum-of-the-years'-digits method over their estimated useful lives.

**Foreign Currency Translation**—The financial statements of our international subsidiaries whose functional currency is the local currency, and includes the Mexican Peso and Colombian Peso, are translated into U.S. dollars using the exchange rate at the balance sheet date for assets and liabilities and the weighted average exchange rate for the applicable period for revenues, expenses, gains and losses. Translation adjustments are recorded as a separate component of comprehensive income in stockholders' equity.

**Reclassifications**—Certain prior year amounts have been reclassified to conform with current year presentation. During 2017, we managed and reported our operations in four reportable business segments: Leasing, Fiber Infrastructure, Towers and Consumer CLEC. Prior year information, including revenues on the Consolidated Statement of Income, has been recast to conform to the current year presentation.

**Transaction Related Costs**—The Company expenses transaction related costs in the period in which they are incurred and services are received. Transaction related costs include incremental acquisition pursuit, transaction and integration costs, including unsuccessful acquisition pursuit costs. Pursuit and transaction costs include professional services (legal, accounting, advisory, regulatory, etc.), finder's fees, travel expenses, and other direct expenses associated with an acquisition. Integration costs include direct costs necessary to integrate an acquired business, including professional services, systems and data conversion, severance and retention bonuses payable to employees of an acquired business.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

**Debt Issuance Costs**—The Company recognizes debt issuance costs related to a recognized debt liability as a direct deduction from the carrying amount of the debt liability, consistent with debt discounts. The costs, which include underwriting, legal, and other direct costs related to the issuance of debt, are amortized over the contractual term of the debt using the effective interest method.

**Revenue Recognition**—We recognize leasing revenues on a straight-line basis over the applicable lease term when collectability is reasonably assured. Recognizing leasing income on a straight-line basis generally results in recognized revenues during the first half of the lease term in excess of cash amounts contractually due from our tenants, creating a straight-line rent receivable.

We evaluate the collectability of straight-line rent receivables and record a provision for doubtful accounts if management believes the receivables to be uncollectible. At December 31, 2017 and 2016, no allowance was recorded related to our straight-line rent receivable.

We lease certain assets to Windstream under a triple-net lease, whereby 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 or insurance, as Windstream makes direct payments to the taxing authorities and insurance carriers, respectively.

The Company recognizes service revenues related to its broadband transport and backhaul communications services when (i) persuasive evidence of an arrangement exists, (ii) the services have been provided to the customer, (iii) the sales price is fixed or determinable, and (iv) the collection of the sales price is reasonably assured. Services provided to the Company's customers are rendered pursuant to contractual fee-based arrangements, which generally provide for recurring fees charged for the use of designated portions of the Company's network and typically range for a period of three to ten years. The Company's revenue arrangements often include 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.

We evaluate the collectability of service receivables by considering a variety of factors. The Company typically does not require collateral. When the Company becomes aware of a specific customer's inability to meet its financial obligations, the Company records a specific reserve for bad debt to reduce the related accounts receivable to the amount the Company reasonably believes is collectible. When appropriate, the Company also records reserves for bad debts for all other customers based on a variety of factors including the length of time the receivable is past due, the financial health of the customer, macroeconomic considerations and historical experience. If circumstances related to specific customers change, the Company adjusts its estimates of the recoverability of receivables as needed. At December 31, 2017 and 2016, the allowance recorded for service receivables was \$1.0 million and \$1.4 million, respectively.

Consumer CLEC Business revenues are primarily derived from providing access to or usage of leased networks and facilities, and are recognized over the period that the corresponding services are rendered to customers. Revenues derived from other telecommunications services, including broadband, long distance and enhanced service revenues are recognized monthly as services are provided. Sales of customer premise equipment and modems are recognized when products are delivered to and accepted by customers.

**Stock-Based Compensation**—We account for stock-based compensation using the fair value method of accounting. We have determined that our stock-based payment awards granted in exchange for employee services qualify as equity classified awards, which are measured based on the fair value of the award on the date of the grant. The fair value of restricted stock-based payments is based on the market value of our common stock on the date of grant. The fair value of performance-based awards, which have performance conditions, is based on a Monte Carlo simulation.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

The fair value of all stock-based compensation is recognized over the period during which an employee is required to provide services in exchange for the award. See Note 10.

**Income Taxes**—We have elected on our U.S. federal income tax return to be treated as a REIT under the Internal Revenue Code of 1986, as amended (the “Code”). To qualify as a REIT, we must distribute at least 90% of our annual REIT taxable income to shareholders, and meet certain organizational and operational requirements, including asset holding requirements. As a REIT, we will generally not be subject to U.S. federal income tax on income that we distribute as dividends to our shareholders. If we fail to qualify as a REIT in any taxable year, we will be subject to U.S. federal income tax, including any applicable alternative minimum tax for open taxable years through 2017, on our taxable income at regular corporate income tax rates, and we could not deduct dividends paid to our shareholders in computing taxable income. Any resulting corporate liability could be substantial and could materially and adversely affect our net income and net cash available for distribution to shareholders. Unless we were entitled to relief under certain Code provisions, we also would be disqualified from reelecting to be taxed as a REIT for the four taxable years following the year in which we failed to qualify as a REIT.

We intend to make regular quarterly dividend payments of all or substantially all of our annual REIT taxable income to holders of our common stock, and therefore no provision is required in the accompanying Consolidated Financial Statements for U.S. federal income taxes related to the activities of the REIT and its passthrough subsidiaries. We are subject to the statutory requirements of the locations in which we conduct business, and state and local income taxes are accrued as deemed required in the best judgment of management based on analysis and interpretation of respective tax laws.

We have elected to treat the subsidiaries through which we operate Uniti Fiber and Talk America 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.

Deferred tax assets and liabilities are recognized under the asset and liability method for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax balances are adjusted to reflect tax rates based on currently enacted tax laws, which will be in effect in the years in which the temporary differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period of the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not that such assets will be realized.

We recognize the benefit of tax positions that are “more likely than not” to be sustained upon examination based on their technical merit. The benefit of a tax position is measured at the largest amount that has a greater than 50 percent likelihood of being realized upon ultimate settlement. If applicable, we will report tax-related penalties and interest expense as a component of income tax expense. We currently have a liability for unrecognized tax benefits of \$5.3 million.

The Company will be subject to a federal corporate level tax (currently 35%, 21% beginning 2018 and beyond) on any gain recognized from the sale of assets occurring within a five year recognition period after the Spin-Off up to the amount of the built in gain that existed on April 24, 2015, which is based on the fair market value of the assets in excess of the Company’s tax basis as of such date.

**Business Combinations**—In accordance with ASC 805, *Business Combinations*, we apply the acquisition method of accounting for acquisitions meeting the definition of a business combination or asset acquisition, where assets acquired and liabilities assumed are recorded at fair value at the date of each acquisition, and the results of operations are included with those of the Company from the dates of the respective acquisitions. For acquisitions meeting the definition of a business combination, any excess of the purchase price paid by the Company over the amounts recognized for assets acquired and liabilities assumed is recorded as goodwill. ASC 805 also requires acquirers, among other things, to estimate the acquisition date fair value of any contingent consideration and to recognize any subsequent changes in the fair value of contingent consideration in earnings. When provisional amounts are initially recorded, the Company continues to evaluate acquisitions for a period not to exceed one year after the applicable acquisition date of each transaction to determine whether any additional adjustments are needed.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

to the allocation of the purchase price paid for the assets acquired and liabilities assumed. For acquisitions meeting the definition of an asset acquisition, the fair value of the consideration transferred, including transaction costs, is allocated to the assets acquired and liabilities assumed based on their relative fair values. No goodwill is recognized in an asset acquisition.

**Noncontrolling Interest**—The limited partner equity interests in our operating partnership are exchangeable on a one-for-one basis for shares of our common stock or, at our election, cash of equivalent value. All of the limited partner equity interests in our operating partnership not held by the Company are reflected as noncontrolling interests. In the consolidated statements of operations, we allocate net income (loss) attributable to noncontrolling interests to arrive at net income (loss) attributable to shareholders based on their proportionate share.

For transactions that result in changes to the Company's ownership interest in our operating partnership, the carrying amount of noncontrolling interests is adjusted to reflect such changes. The difference between the fair value of the consideration received or paid and the amount by which the noncontrolling interest is adjusted is reflected as an adjustment to additional paid-in capital on the consolidated balance sheets.

**Goodwill**—Goodwill is recognized for the excess of purchase price over the fair value of net assets of businesses acquired. Goodwill is reviewed for impairment at least annually. In accordance with ASC 350-20, Intangibles-Goodwill and Other, we evaluate goodwill for impairment between annual impairment tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. Unless circumstances otherwise dictate, the annual impairment test is performed in the fourth quarter. Application of the goodwill impairment test requires judgment, including: the identification of reporting units; assignment of assets and liabilities to reporting units; assignment of goodwill to reporting units; determination of the fair value of each reporting unit; and an assumption as to the form of the transaction in which the reporting unit would be acquired by a market participant (either a taxable or nontaxable transaction).

We estimate the fair value of our reporting units (which are our segments) using a combination of an income approach based on the present value of estimated future cash flows and a market approach based on market data of comparable businesses and acquisition multiples paid in recent transactions. If the carrying value of a reporting unit's net assets is less than its fair value, no indication of impairment exists. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss must be recognized for the excess and charged to operations.

Inherent in our preparation of cash flow projections are significant assumptions and estimates derived from a review of our operating results, business plans, expected growth rates, capital expenditure plans, cost of capital and tax rates. We also make certain forecasts about future economic conditions, interest rates and other market data. Many of the factors used in assessing fair value are outside the control of management, and these assumptions and estimates may change in future periods. Small changes in assumptions or estimates could materially affect the estimate of the fair value of a reporting unit, and therefore could affect the likelihood and amount of potential impairment.

As of December 31, 2017 and 2016, all of our Goodwill is included in our Fiber Infrastructure segment. We performed our goodwill impairment analysis during the fourth quarter and we concluded the implied fair value of our Fiber Infrastructure reporting unit was in excess of its carrying value by less than 2%. During the years ended December 31, 2017 and 2016 and for the period April 24 2015 to December 31, 2015, no impairment losses were recognized.

**Earnings per Share**—Outstanding restricted stock awards that contain rights to non-forfeitable dividends are deemed to be participating securities, requiring the application of the two-class method of computing basic and dilutive earnings per share.

Basic earnings per share includes only the weighted average number of common shares outstanding during the period. Dilutive earnings per share includes the weighted average number of common shares and the dilutive effect

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

of restricted stock and performance-based awards outstanding during the period, when such awards are dilutive. See Note 12.

**Concentration of Credit Risks**—In connection with the Spin-Off, we entered into the Master Lease agreement with Windstream, pursuant to which all real property associated with the Spin-Off is leased to Windstream and from which substantially all of Uniti's leasing revenues are currently derived. Windstream is a publicly traded company and is subject to the periodic filing requirements of the Securities Exchange Act of 1934, as amended. Windstream filings can be found at [www.sec.gov](http://www.sec.gov). Windstream filings are not incorporated by reference in this Annual Report on Form 10-K.

Revenue under the Master Lease provided 74.8% of our revenue for the year ended December 31, 2017 and 87.9% of our revenue for the year ended December 31, 2016. Because our revenue is primarily derived from lease payments by Windstream pursuant to the Master Lease, there could be a material adverse impact on our consolidated results of operations, liquidity and/or financial condition if Windstream experiences operating difficulties and becomes unable to generate sufficient cash to make payments to us. In recent years, Windstream has experienced annual declines in its total revenue and sales. Accordingly, we monitor the credit quality of Windstream through numerous methods, including by (i) reviewing the credit ratings of Windstream by nationally recognized credit rating agencies, (ii) reviewing the financial statements of Windstream that are publicly available and that are required to be delivered to us pursuant to the Master Lease, (iii) monitoring news reports regarding Windstream and its businesses, (iv) conducting research to ascertain industry trends potentially affecting Windstream, and (v) monitoring the timeliness of its payments to us under the Master Lease.

**Recently Issued Accounting Standards**—In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business* ("ASU 2017-01"), in an effort to clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. ASU 2017-01 is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, with early adoption permitted. We adopted ASU 2017-01 effective January 1, 2017, with prospective application. As a result of the adoption of ASU 2017-01, the Company's acquisition of NMS (see Note 4) was determined to be an asset acquisition. Transaction costs associated with asset acquisitions, which includes our real property interest investments, are capitalized as opposed to being recorded as an expense as is required prior to adoption of ASU 2017-01, had this been a business combination.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments* ("ASU 2016-15"). ASU 2016-15 provides guidance on reducing the diversity in how certain cash receipts and cash payments are presented and classified in the statement of cash flows. In addition to other specific cash flow issues, ASU 2016-15 provides clarification on when an entity should separate cash receipts and cash payments into more than one class of cash flows and when an entity should classify those cash receipts and payments into one class of cash flows on the basis of predominance. The new guidance is effective for the fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, and early adoption is permitted. The Company does not anticipate the adoption of this accounting standard to have a material impact on our financial statements.

In August 2017, the FASB issued Accounting Standards Update ("ASU") No. 2017-12, *Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities* ("ASU 2017-12"), which amends and simplifies existing guidance in order to allow companies to more accurately present the economic effects of risk management activities in the financial statements. ASU 2017-12 is effective for annual periods beginning after December 15, 2018 and interim periods within those annual periods, and earlier adoption is permitted. The Company is currently evaluating the impacts the adoption of this accounting standard will have on our financial statements.

In February 2017, the FASB issued ASU No. 2017-05, *Other Income - Gains and Losses from the Derecognition of Nonfinancial Assets (Subtopic 610-20): Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Nonfinancial Assets* ("ASU 2017-05"), which provides guidance for recognizing gains and losses from the transfer of nonfinancial assets and for partial sales of nonfinancial assets, and is effective for financial

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

statements issued for fiscal years and interim periods beginning after December 15, 2017. The Company will adopt ASU 2017-05 effective January 1, 2018 using the modified retrospective approach and there will not be a material impact on our financial statements with the adoption of this accounting standard.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles - Goodwill and Other (Topic 350): Simplifying the Accounting for Goodwill Impairment* (“ASU 2017-04”), which removes the requirement to perform a hypothetical purchase price allocation to measure goodwill impairment. A goodwill impairment will now be the amount by which a reporting unit’s carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. ASU 2017-04 is effective for annual and interim periods beginning January 1, 2020, with early adoption permitted, and applied prospectively. We adopted ASU 2017-04 effective January 1, 2017, and there was no material impact on our financial position, results of operations or cash flows.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (“ASU 2014-09”). This update outlines a single comprehensive revenue recognition model for entities to follow in accounting for revenue from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. The core principle of the revenue model is that an entity should recognize revenue for the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to receive for those goods or services. ASU 2014-09 is effective for annual periods beginning after December 15, 2017 and interim periods within those annual periods. Early adoption is permitted for public companies for annual periods beginning after December 15, 2016. The Company intends to adopt the revenue recognition guidance on January 1, 2018 using the modified retrospective approach by recognizing the cumulative effect of initially applying the new standard as an increase to the opening balance of retained earnings. The Company’s implementation efforts include reviewing revenue contracts and the identification of revenue within the scope of the guidance. As ASU 2014-09 does not impact lessor accounting, the Company believes our accounting for leasing revenues will not be significantly impacted. While the Company currently has not identified any material changes in the timing of revenue recognition, we do anticipate an impact to our Fiber Infrastructure costs, primarily related to the capitalization of commission expense under ASU 2014-09, and are currently in the process of quantifying such impacts.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (“ASC 842”), which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e. lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. The new standard also replaces existing sale-lease back guidance with a new model applicable to lessees and lessors. In addition, it also requires lessors to record gross revenues and expenses associated with costs paid directly by lessees for the benefit of the lessors, such as real estate taxes and insurance, if the lessor is the named beneficiary. The provisions of this guidance are effective for annual periods beginning after December 31, 2018, and for interim periods therein. The Company is currently evaluating this guidance to determine the impact it will have on our financial statements by reviewing its existing operating lease contracts, where we are the lessee and service contracts that may include embedded leases. The Company expects a gross-up of its Consolidated Balance Sheets as a result of recognizing lease liabilities and right of use assets, the extent of the impact of a gross-up is under evaluation. The Company does not anticipate material changes to the recognition of operating lease expense in its Consolidated Statements of Income.

**Note 4. Business Combinations and Asset Acquisitions**

**Asset Acquisitions**

*Network Management Holdings LTD*

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

On January 31, 2017, we completed the acquisition of NMS. The Company accounted for the acquisition of NMS as an asset purchase. At close, NMS owned and operated 366 wireless communications towers in Latin America with an additional 105 build to suit tower sites under development. The NMS portfolio spans three Latin American countries with 212 towers in Mexico, 54 towers in Nicaragua, and 100 towers in Colombia. The consideration for the 366 wireless towers in operation as of the transaction close date was \$62.6 million, which was funded through cash on hand, and is presented in NMS asset acquisition on the Consolidated Statements of Cash Flows. NMS conducts its operations through three non-U.S. subsidiaries and the Company has determined that the functional currencies for the Mexican, Nicaraguan and Colombian subsidiaries are the Mexican Peso, U.S. Dollar and Colombian Peso, respectively. The non-U.S. subsidiaries in which NMS conducts its operations are subject to income tax in the jurisdictions in which they operate. The acquisition did not result in a step up in tax basis under local law. The Company recorded a net deferred tax liability of \$18.4 million and a liability for unrecognized tax benefits of \$5.3 million in connection with the acquisition. The deferred tax liability is primarily related to the excess of the recorded amounts for Property, Plant & Equipment and Intangibles over their respective historical tax bases. Under the terms of the purchase agreement, we will acquire the towers under development when construction is completed. The NMS towers are reflected in our Towers segment. [See Note 13](#). The following is a summary of the estimated fair values of the assets acquired and liabilities assumed:

	(thousands)	
Property, plant and equipment	\$	36,417
Accounts receivable		2,826
Other assets		1,623
Intangible assets		52,437
Accounts payable, accrued expenses and other liabilities		(8,895)
Intangible liabilities		(3,440)
Deferred income taxes		(18,403)
Total purchase consideration	\$	<u>62,565</u>

Of the \$52.4 million of acquired intangible assets, \$37.4 million was assigned to tenant contracts (22 year life), \$13.5 million was assigned to network (22 year life) and \$1.5 million was assigned to acquired above-market leases (10 year life). The acquired below-market lease intangible liability of \$3.4 million has a 10 year life. See Note 8.

As of December 31, 2017, construction was completed on 50 of the 105 towers that were under development at the time of the NMS acquisition, and we acquired the completed towers pursuant to the purchase agreement for approximately \$5.1 million.

**Business Combinations**2017 Transactions*Southern Light, LLC*

On July 3, 2017, we acquired 100% of the outstanding equity of Southern Light for \$638.1 million in cash and 2.5 million common units in the Operating Partnership with an acquisition date fair value of \$64.3 million. Southern Light is a leading provider of data transport services along the Gulf Coast region serving twelve attractive Tier II and Tier III markets across Florida, Alabama, Louisiana, and Mississippi. The acquisition was recorded by allocating the costs of the assets acquired based on their estimated fair values at the acquisition date. The excess of the cost of the acquisition over the fair value of the assets acquired is recorded as goodwill within our Fiber Infrastructure segment. [See Note 13](#). The following is a summary of the estimated fair values of the assets acquired and liabilities assumed:

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

	(thousands)
Property, plant and equipment	\$ 279,467
Cash and cash equivalents	1,992
Accounts receivable	11,139
Other assets	1,287
Goodwill	318,620
Intangible assets	160,100
Accounts payable, accrued expenses and other liabilities	(19,846)
Deferred revenue	(38,134)
Deferred income taxes	(9,004)
Capital lease obligations	(3,189)
Total purchase consideration	<u>\$ 702,432</u>

The above purchase price allocation is considered preliminary and is subject to revision when the valuation of assets and liabilities is finalized upon receipt of the final valuation report from a third party valuation expert, and resolution of contractual adjustments, such as working capital adjustments, set forth in the merger agreement, which is anticipated to be finalized during the first half of 2018.

The goodwill arising from the transaction is primarily attributable to the expansion of our fiber network through the complementary nature of Southern Light's fiber network to our existing fiber network, including anticipated incremental sales and cost savings. For federal income tax purposes, the transaction was treated as partially taxable (for portion paid in cash) and partially non-taxable (for portion paid with common units in the Operating Partnership). The portion of the acquisition that was treated as a taxable acquisition resulted in tax deductible goodwill. No tax deductible goodwill resulted from the portion of the acquisition that was treated as non-taxable.

We acquired an intangible asset that was assigned to customer relationships of \$160.1 million (15 year life).

The acquired business contributed revenue of \$45.5 million and an operating income of \$4.6 million, which excludes transaction related costs, to our consolidated results from the date of acquisition through December 31, 2017. We recorded transaction related costs related to the acquisition of Southern Light for the year ended December 31, 2017 of \$14.8 million within transaction related costs on the Consolidated Statement of Income.

The acquisition of Southern Light was structured in a manner such that Southern Light ended up being owned by a subsidiary of ours with a pre-existing valuation allowance primarily related to deferred tax assets associated with net operating loss carryforwards. The acquisition of Southern Light also resulted in a change to our assessment of the need for a valuation allowance against these deferred tax assets, which resulted in a decrease to the valuation allowance of \$8.0 million. The decrease in valuation allowance was recorded as an income tax benefit during the year ended December 31, 2017.

*Hunt Telecommunications, LLC*

On July 3, 2017, we acquired 100% of the outstanding equity of Hunt for \$129.3 million in cash and 1.6 million common units in the Operating Partnership with an acquisition date fair value of \$41.6 million. Additional contingent consideration of up to \$17 million, with an acquisition date fair value of \$16.4 million, may be paid upon the achievement of certain financial revenue milestones by delivering shares of our common stock. [See Note 5](#). Hunt is a leading provider of data transport to K-12 schools and government agencies with a dense fiber network in Louisiana. The acquisition was recorded by allocating the costs of the assets acquired based on their estimated fair values at the acquisition date. The excess of the cost of the acquisition over the fair value of the assets acquired is recorded as goodwill within our Fiber Infrastructure segment. [See Note 13](#).

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

	(thousands)	
Property, plant and equipment	\$	59,682
Cash and cash equivalents		3,181
Accounts receivable		4,906
Other assets		413
Goodwill		93,023
Intangible assets		73,000
Accounts payable, accrued expenses and other liabilities		(2,579)
Deferred revenue		(3,800)
Deferred income taxes		(40,391)
Capital lease obligations		(164)
Total purchase consideration	\$	187,271

The above purchase price allocation is considered preliminary and is subject to revision when the valuation of assets and liabilities is finalized upon receipt of the final valuation report from a third party valuation expert, which is anticipated to be finalized during the first half of 2018.

The goodwill arising from the transaction is primarily attributable to the expansion of our fiber network through the complementary nature of Hunt's fiber network to our existing fiber network, including anticipated incremental sales and cost savings. The goodwill is not expected to be deductible for tax purposes.

We acquired an intangible asset that was assigned to customer relationships of \$73 million (18 year life).

The acquired business contributed revenue of \$16.5 million and an operating income of \$2.7 million, which excludes transaction and transition costs, to our consolidated results from the date of acquisition through December 31, 2017. We recorded transaction related costs related to the acquisition of Hunt for the year ended December 31, 2017 of \$5.9 million within transaction related costs on the Consolidated Statement of Income.

The following table presents the unaudited pro forma summary of our financial results as if the Southern Light and Hunt business combinations had occurred on January 1, 2016. The pro forma results include additional depreciation and amortization resulting from purchase accounting adjustments, and interest expense associated with debt used to fund the acquisition. The pro forma results do not include any synergies or other benefits of the acquisition. The pro forma results are not indicative of future results of operations, or results that might have been achieved had the acquisition been consummated on January 1, 2016.

(Thousands, except per share data)	Year Ended		Year Ended	
	December 31, 2017		December 31, 2016	
Pro forma revenue	\$	980,303	\$	891,373
Pro forma net income (loss)		4,267		(2,482)
Pro forma net income (loss) per share	\$	0.02	\$	(0.01)

**2016 Transactions***Tower Cloud, Inc.*

On August 31, 2016, we acquired 100% of the outstanding equity of Tower Cloud, Inc. ("Tower Cloud") for \$187.5 million in cash and 1.9 million shares of our common stock with an acquisition date fair value of \$58.5 million. Additional contingent consideration of up to \$130 million, with an acquisition date fair value of \$98.6 million, may be paid upon the achievement of certain defined operational and financial milestones. At the Company's discretion, a combination of cash and Uniti common shares may be used to satisfy the contingent consideration payments, provided that at least 50% of the aggregate amount of payments is satisfied in cash. Tower Cloud provides data transport services, with particular focus on providing infrastructure solutions to the wireless and enterprise sectors, including fiber-to-the-tower backhaul, small cell networks, and dark fiber deployments. Following the close of the transaction, the Tower Cloud business and the previously acquired PEG Bandwidth business were combined into a unified fiber infrastructure organization, Uniti Fiber. The operating results from this

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

acquisition are included in the consolidated financial statements from the acquisition date. The acquisition was recorded by allocating the costs of the assets acquired based on their estimated fair values at the acquisition date. The excess of the cost of the acquisition over the fair value of the assets acquired is recorded as goodwill within our Fiber Infrastructure segment. See Note 13. During the first quarter of 2017, certain contractual working capital adjustments resulted in a \$0.2 million reduction of the purchase price and goodwill. The following is a summary of the estimated fair values of the assets acquired and liabilities assumed:

	(thousands)	
Property, plant and equipment	\$	163,680
Cash and cash equivalents		14,346
Accounts receivable		3,043
Other assets		2,595
Goodwill		117,032
Intangible assets		116,218
Accounts payable, accrued expenses and other liabilities		(16,782)
Deferred revenue		(23,900)
Deferred income taxes		(24,866)
Capital lease obligations		(6,750)
Total purchase consideration	\$	344,616

The goodwill is primarily attributable to strategic opportunities that arose from the acquisition of Tower Cloud. The acquisition was treated as a taxable acquisition of the outstanding stock of Tower Cloud, Inc. Thus, none of the goodwill is expected to be deductible for tax purposes.

We acquired an intangible asset that was assigned to customer relationships of \$116.2 million (30 year life).

Tower Cloud had federal net operating loss (“NOL”) carryforwards of approximately \$81.2 million at the date of the acquisition, which will expire between 2026 and 2036. As a result of the change in ownership, the utilization of NOL carryforwards is subject to limitations imposed by the Internal Revenue Code. The gross deferred tax assets associated with the NOL and other temporary differences as of August 31, 2016 were approximately \$37.0 million, with respect to which we have determined that a valuation allowance is not required. A net deferred tax liability of \$24.8 million was recorded in connection with the acquisition, which is primarily related to the excess of the recorded amounts for Property, Plant and Equipment and Intangible Assets over their respective historical tax bases.

The acquired business contributed revenue of \$13.5 million and an operating loss of \$2.1 million, which excludes transaction and transition costs, to our consolidated results from the date of acquisition through December 31, 2016. We recorded transaction related costs related to the acquisition of Tower Cloud for the year ended December 31, 2016 of \$9.1 million within transaction related costs on the Consolidated Statement of Income.

The following table presents the unaudited pro forma summary of our financial results as if the business combination had occurred as of the Spin-Off. The pro forma results include additional depreciation and amortization resulting from purchase accounting adjustments, adjustments to amortized deferred revenue, and interest expense associated with debt used to fund the acquisition. The pro forma results do not include any synergies or other benefits of the acquisition. The pro forma results are not indicative of future results of operations, or results that might have been achieved had the acquisition been consummated as of the Spin-Off.

(Thousands, except per share data)	Year Ended		Period from	
	December 31, 2016		April 24 - December 31, 2015	
Pro forma revenue	\$	798,054	\$	505,764
Pro forma net (loss) income		(3,581)		17,609
Pro forma net (loss) income per share	\$	(0.02)	\$	0.12

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

*PEG Bandwidth, LLC*

On May 2, 2016, we acquired 100% of the outstanding equity of PEG Bandwidth for \$322.5 million in cash, the issuance of 87,500 shares of our 3.00% Series A Convertible Preferred Stock with a fair value of \$78.6 million and 1 million shares of our common stock with an acquisition date fair value of \$23.2 million. PEG Bandwidth is a leading provider of infrastructure solutions, including cell site backhaul and dark fiber, to the telecommunications industry. The operating results from this acquisition are included in the consolidated financial statements from the acquisition date. The acquisition was recorded by allocating the costs of the assets acquired based on their estimated fair values at the acquisition date. The excess of the cost of the acquisition over the fair value of the assets acquired is recorded as goodwill within our Fiber Infrastructure segment. [See Note 13](#). The following is a summary of the estimated fair values of the assets acquired and liabilities assumed:

	(thousands)	
Property, plant and equipment	\$	293,030
Cash and cash equivalents		7,003
Accounts receivable		6,584
Other assets		5,161
Goodwill		145,054
Intangible assets		38,000
Accounts payable, accrued expenses and other liabilities		(8,643)
Deferred revenue		(12,700)
Capital lease obligations		(49,195)
Total purchase consideration	\$	424,294

The goodwill is primarily attributable to strategic opportunities that arose from the acquisition of PEG Bandwidth. The goodwill is expected to be deductible for tax purposes.

Of the \$38 million of acquired intangible assets, \$36 million was assigned to customer relationships (weighted average 17 year life) and \$2 million was assigned to trademarks (indefinite life).

The acquired business contributed revenue of \$57.0 million and an operating loss of \$8.8 million, which excludes transaction and transition costs, to our consolidated results from the date of acquisition through December 31, 2016. We recorded transaction related costs related to the acquisition of PEG Bandwidth for the year ended December 31, 2016 of \$11.2 million within transaction related costs on the Consolidated Statement of Income.

The following table presents the unaudited pro forma summary of our financial results as if the business combination had occurred as of the Spin-Off. The pro forma results include additional depreciation and amortization resulting from purchase accounting adjustments, adjustments to amortized deferred revenue, and interest expense associated with debt used to fund the acquisition. The pro forma results do not include any synergies or other benefits of the acquisition. The pro forma results are not indicative of future results of operations, or results that might have been achieved had the acquisition been consummated as of the Spin-Off.

(Thousands, except per share data)	Year Ended		Period from	
	December 31, 2016		April 24 - December 31, 2015	
Pro forma revenue	\$	797,637	\$	529,911
Pro forma net income		6,264		19,809
Pro forma net income per share	\$	0.04	\$	0.13

*Summit Wireless Infrastructure, LLC*

On January 22, 2016, we acquired 100% of the outstanding equity of Summit Wireless Infrastructure LLC ("Summit"). Summit builds, owns and operates telecommunication infrastructure serving wireless carriers in Mexico. Consideration given to acquire Summit included performance-based shares of common equity valued at \$1.1 million, which will vest in full on the third anniversary of the closing date, subject to Summit meeting certain

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

performance targets, and the assumption of Summit's existing debt. The financial results of Summit are included in the Towers segment from the date of acquisition and were not material, individually or in the aggregate, to our results of operations and therefore, pro forma financial information has not been presented.

**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

**Level 3** – Unobservable inputs for the asset or liability

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

The following table summarizes the fair value of our financial instruments at December 31, 2017 and 2016:

(Thousands)	<u>Total</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Prices with Other Observable Inputs (Level 2)</u>	<u>Prices with Unobservable Inputs (Level 3)</u>
At December 31, 2017				
Assets				
Derivative asset	\$ 6,793	\$ —	\$ 6,793	\$ —
Total	<u>\$ 6,793</u>	<u>\$ —</u>	<u>\$ 6,793</u>	<u>\$ —</u>
Liabilities				
Senior secured term loan B - variable rate, due October 24, 2022	\$ 2,011,237	\$ —	\$ 2,011,237	\$ —
Senior secured notes - 6.00% , due April 15, 2023	540,375	—	540,375	—
Senior unsecured notes - 8.25%, due October 15, 2023	1,073,925	—	1,073,925	—
Senior unsecured notes - 7.125%, due December 15, 2024	542,250	—	542,250	—
Senior secured revolving credit facility, variable rate, due April 24, 2020	279,972	—	279,972	—
Contingent consideration	<u>105,762</u>	<u>—</u>	<u>—</u>	<u>105,762</u>
Total	<u>\$ 4,553,521</u>	<u>\$ —</u>	<u>\$ 4,447,759</u>	<u>\$ 105,762</u>

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

(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, 2016				
Liabilities				
Senior secured term loan B - variable rate, due October 24, 2022	\$ 2,139,586	\$ —	\$ 2,139,586	\$ —
Senior secured notes - 6.00% , due April 15, 2023	569,250	—	569,250	—
Senior unsecured notes - 8.25%, due October 15, 2023	1,176,600	—	1,176,600	—
Senior unsecured notes - 7.125%, due December 15, 2024	404,000	—	404,000	—
Derivative liability	6,102	—	6,102	—
Contingent consideration	98,600	—	—	98,600
Total	<u>\$ 4,394,138</u>	<u>\$ —</u>	<u>\$ 4,295,538</u>	<u>\$ 98,600</u>

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 Notes and other debt was \$4.6 billion at December 31, 2017, with a fair value of \$4.4 billion. The estimated fair value of the 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. Derivative instruments are carried at fair value. See Note 7. The fair value of our interest rate swap is determined based on the present value of expected future cash flows using observable, quoted LIBOR swap rates for the full term of the swap and also incorporate credit valuation adjustments to appropriately reflect both Uniti's own non-performance risk and non-performance risk of the respective counterparties. The Company has determined that the majority of the inputs used to value its derivative instruments fall within Level 2 of the fair value hierarchy; however the associated credit valuation adjustments utilized Level 3 inputs, such as estimates of credit spreads, to evaluate the likelihood of default by the Company and its counterparties. As of December 31, 2017, the Company has assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and has determined that the credit valuation adjustment is not significant to the overall value of the derivatives. As such, the Company classifies its derivative instruments valuation in Level 2 of the fair value hierarchy.

As part of the acquisition of Hunt on July 3, 2017, we may be obligated to pay contingent consideration (the "Hunt Contingent Consideration") upon the achievement of certain defined revenue milestones; therefore, we have recorded the estimated fair value of contingent consideration of approximately \$11.5 million as of December 31, 2017. See Note 4. In accordance with the Hunt merger agreement, Uniti common shares will be used to satisfy the contingent consideration payment. The fair value of the Hunt Contingent Consideration at December 31, 2017 was determined using the closing price of our common shares in the active market and probability estimates of future earnings and is classified as Level 3.

As part of the acquisition of Tower Cloud on August 31, 2016, we may be obligated to pay contingent consideration upon achievement of certain defined operational and financial milestones; therefore, we recorded the estimated fair value of future contingent consideration of \$94.3 million as of December 31, 2017. The fair value of the contingent consideration as of December 31, 2017, was determined using a discounted cash flow model and probability adjusted estimates of the future earnings and is classified as Level 3. During the year ended December 31, 2017, we paid \$20.0 million for the achievement of certain milestones in accordance with the Tower Cloud merger agreement.

Changes in the fair value of contingent consideration will be recorded in our Consolidated Statement of Income in the period in which the change occurs. For the year ended December 31, 2017, there was a \$10.7 million increase in

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

the fair value of the contingent consideration that was recorded in Other expense on the Consolidated Statements of Income.

The following is a roll forward of our liability measured at fair value on a recurring basis using unobservable inputs (Level 3):

(Thousands)	December 31, 2016	Transfers into Level 3	(Gain)/Loss included in earnings	Settlements	December 31, 2017
Contingent consideration	\$ 98,600	\$ 16,425	\$ 10,736	\$ (19,999)	\$ 105,762

**Note 6. Property, Plant and Equipment**

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

(Thousands)	Depreciable Lives	December 31, 2017	December 31, 2016
Land	Indefinite	\$ 28,269	\$ 26,833
Building and improvements	3 - 40 years	325,445	318,967
Real property interests	See Note 3	34,580	12,265
Poles	30 years	243,710	234,393
Fiber	30 years	2,669,058	2,243,822
Equipment	5 - 7 years	213,574	130,945
Copper	20 years	3,656,385	3,538,566
Conduit	30 years	91,210	90,540
Tower assets	20 years	59,327	4,307
Capital lease assets	See Note 3	97,592	89,723
Construction in progress	See Note 3	112,489	52,685
Other assets	15 - 20 years	8,258	5,299
Corporate assets	3 - 7 years	2,690	2,731
		7,542,587	6,751,076
Less accumulated depreciation		(4,488,698)	(4,081,039)
Net property, plant and equipment		<u>\$ 3,053,889</u>	<u>\$ 2,670,037</u>

Capital lease assets above represent fiber leases, where we have the exclusive, unrestricted, and indefeasible right to use one, a pair, or more strands of fiber of a fiber cable.

Depreciation expense for the years ended December 31, 2017, 2016 and for the period from April 24, 2015 to December 31, 2015 was \$415.9 million, \$369.9 million and \$236.2 million, respectively.

**Note 7. Derivative Instruments and Hedging Activities**

The Company uses derivative instruments to mitigate the effects of interest rate volatility inherent in our variable rate debt, which could unfavorably impact our future earnings and forecasted cash flows. The Company does not use derivative instruments for speculative or trading purposes.

On April 27, 2015, we entered into interest rate swap agreements to mitigate the interest rate risk inherent in our variable rate Senior Secured Term Loan B facility. These interest rate swaps are designated as cash flow hedges and have a notional value of \$2.13 billion and mature on October 24, 2022. The weighted average fixed rate paid is 2.105%, and the variable rate received resets monthly to the one-month LIBOR subject to a minimum rate of 1.0%. The Company does not currently have any master netting arrangements related to its derivative contracts.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

The following table summarizes the fair value and the presentation in our Consolidated Balance Sheet:

(Thousands)	Location on Consolidated Balance Sheet	December 31, 2017	December 31, 2016
Interest rate swaps	Derivative asset	\$ 6,793	\$ -
Interest rate swaps	Derivative liability	\$ -	\$ 6,102

As of December 31, 2017, all of the interest rate swaps were valued in net unrealized gain positions and recognized as an asset balance within the derivative asset balance. As of December 31, 2016, all of the interest rate swaps were valued in net unrealized loss positions and recognized as liability balances within the derivative liability balance. For the years ended December 31, 2017 and 2016, the amount recorded in other comprehensive income related to the unrealized loss on derivative instruments was \$7.7 million and \$24.5 million, respectively. The amount reclassified out of other comprehensive income into interest expense on our Consolidated Statement of Income for the years ended December 31, 2017 and 2016 was \$20.6 million and \$23.8 million, respectively. For the years ended December 31, 2017 and 2016, there were no ineffective portions of the change in fair value derivatives.

Amounts reported in accumulated other comprehensive income related to derivatives will be reclassified to interest expense as interest payments are made on our variable-rate debt. During the next twelve months, ending December 31, 2018, we estimate that \$17.5 million will be reclassified as an increase to interest expense.

**Note 8. Goodwill and Intangible Assets**

Changes in the carrying amount of goodwill occurring during the year ended December 31, 2017 and 2016, are as follows:

(Thousands)	Fiber Infrastructure	Total
Goodwill at December 31, 2015	\$ -	\$ -
Goodwill associated with 2016 acquisitions	262,334	262,334
Goodwill at December 31, 2016	\$ 262,334	\$ 262,334
Goodwill purchase accounting adjustments	(248)	(248)
Goodwill associated with 2017 acquisitions	411,643	411,643
Goodwill at December 31, 2017	\$ 673,729	\$ 673,729

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

The carrying value of our other intangible assets is as follows:

(Thousands)	December 31, 2017		December 31, 2016	
	Cost	Accumulated Amortization	Cost	Accumulated Amortization
<b>Indefinite life intangible assets:</b>				
Trade name	\$ 2,000	\$ -	\$ 2,000	\$ -
<b>Finite life intangible assets:</b>				
Customer lists	421,743	(46,049)	188,642	(30,058)
Tenant contracts	38,527	(1,605)	-	-
Network <sup>(1)</sup>	13,951	(581)	-	-
Acquired below-market leases	1,509	(138)	-	-
Total intangible assets	477,730		190,642	
Less: Accumulated amortization	(48,373)		(30,058)	
Total intangible assets, net	<u>\$ 429,357</u>		<u>\$ 160,584</u>	
<b>Finite life intangible liabilities:</b>				
Acquired above-market leases	\$ 3,455	\$ (317)	\$ -	\$ -
Total intangible liabilities	3,455		-	
Less: Accumulated amortization	(317)		-	
Total intangible liabilities, net <sup>(2)</sup>	<u>\$ 3,138</u>		<u>\$ -</u>	

<sup>(1)</sup> Reflects the potential to lease additional tower capacity on the existing towers due to their geographical location and capacity as of the valuation date.

<sup>(2)</sup> Recorded in accounts payable, accrued expenses and other liabilities, net on the Consolidated Balance Sheet.

Amortization expense for the years ended December 31, 2017, 2016 and for the period from April 24, 2015 to December 31, 2015 was \$18.3 million, \$6.1 million and \$2.6 million, respectively. Amortization expense is estimated to be \$25.1 million in 2018, \$24.4 million in 2019, \$23.9 million in 2020, \$23.5 million in 2021 and \$23.0 million in 2022.

**Note 9. Notes and Other Debt**

All debt, including the senior secured credit facility and notes described below, are obligations of the Operating Partnership and certain of its subsidiaries as described below. The Company is, however, a guarantor of such debt.

Notes and other debt is as follows:

(Thousands)	December 31, 2017	December 31, 2016
Principal amount	\$ 4,626,887	\$ 4,167,967
Less unamortized discount, premium and debt issuance costs	(144,190)	(139,753)
Notes and other debt less unamortized discount and debt issuance costs	<u>\$ 4,482,697</u>	<u>\$ 4,028,214</u>

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

Notes and other debt at December 31, 2017 and 2016 consisted of the following:

(Thousands)	December 31, 2017		December 31, 2016	
	Principal	Unamortized Discount, Premium and Debt Issuance Costs	Principal	Unamortized Discount and Debt Issuance Costs
Senior secured term loan B - variable rate, due October 24, 2022 (discount is based on imputed interest rate of 5.66%)	\$ 2,086,887	\$ (87,140)	\$ 2,107,967	\$ (78,699)
Senior secured notes - 6.00%, due April 15, 2023 (discount is based on imputed interest rate of 6.29%)	550,000	(8,508)	550,000	(9,817)
Senior unsecured notes - 8.25%, due October 15, 2023 (discount is based on imputed interest rate of 9.06%)	1,110,000	(40,467)	1,110,000	(45,599)
Senior unsecured notes - 7.125%, due December 15, 2024	600,000	(8,075)	400,000	(5,638)
Senior secured revolving credit facility, variable rate, due April 24, 2020	<u>280,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ 4,626,887</u>	<u>(144,190)</u>	<u>\$ 4,167,967</u>	<u>\$ (139,753)</u>

At December 31, 2017, notes and other debt included the following: (i) \$2.1 billion under the senior secured term loan B facility that matures on October 24, 2022 (“Term Loan Facility”) pursuant to the credit agreement by and among the Operating Partnership, CSL Capital, LLC and Uniti Group Finance Inc., the guarantors and lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent (the “Credit Agreement”); (ii) \$550.0 million aggregate principal amount of 6.00% Senior Secured Notes due April 15, 2023 (the “Secured Notes”); (iii) \$1.11 billion aggregate principal amount of 8.25% Senior Notes due October 15, 2023 (the “2023 Notes”); and (iv) \$600.0 million aggregate principal amount of 7.125% Senior Unsecured Notes due December 15, 2024 (the “2024 Notes” and together with the Secured Notes and 2023 Notes, the “Notes”), and (v) \$280.0 million under the senior secured revolving credit facility, variable rate, that matures April 24, 2020 pursuant to the Credit Agreement (the “Revolving Credit Facility” and, together with the Term Loan Facility, the “Facilities”).

On May 9, 2017, the Company completed its previously announced reorganization (the “up-REIT Reorganization”) to operate through a customary “up-REIT” structure. Under this structure, the Operating Partnership now holds substantially all of the Company’s assets and is the parent company of, among others, CSL Capital, LLC, Uniti Group Finance Inc. and Uniti Fiber Holdings Inc. In connection with the up-REIT Reorganization, the Operating Partnership replaced the Company and assumed its obligations as an obligor under the Notes and Facilities. The Company subsequently became a guarantor of the Notes and Facilities. Because the Operating Partnership is not a corporation, a corporate co-obligor that is a subsidiary of the Operating Partnership was also added to the Notes and Credit Agreement as part of the up-REIT Reorganization. As discussed below, Uniti Group Finance Inc. is the corporate co-obligor under the Credit Agreement and co-issuer of the Secured Notes and the 2023 Notes, and Uniti Fiber Holdings Inc. is the co-issuer of the 2024 Notes. Separate financial statements of the Operating Partnership have not been included since the Operating Partnership is not a registrant.

Credit Agreement

The Operating Partnership and its wholly-owned subsidiaries, CSL Capital, LLC, and Uniti Group Finance Inc. (collectively, the “Borrowers”) are party to the Credit Agreement, which provides for the Term Loan Facility (in an initial principal amount of \$2.14 billion) and the Revolving Credit Facility. The term loans were repriced on February 9, 2017 and now bear interest at a rate equal to LIBOR, subject to a 1.0% floor, plus an applicable margin equal to 3.00%, and are subject to amortization of 1.0% per annum. All obligations under the Credit Agreement are guaranteed by (i) the Company and (ii) certain of the Operating Partnership’s wholly-owned subsidiaries (the “Subsidiary Guarantors”), and are secured by substantially all of the assets of the Borrowers and the Subsidiary Guarantors, which assets also secure the Secured Notes. The Revolving Credit Facility bears interest at a rate equal

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

to LIBOR plus 1.75% to 2.25% based on our consolidated secured leverage ratio, as defined in the Credit Agreement. On April 28, 2017, we amended the Credit Agreement to increase the commitments under our Revolving Credit Facility from \$500 million to \$750 million. Other terms of the Revolving Credit Facility remain unchanged.

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 (i) incremental term loan borrowings and/or increased commitments under the Credit Agreement in an unlimited amount, so long as, on a pro forma basis after giving effect to any such borrowings or increases, our consolidated secured leverage ratio, as defined in the Credit Agreement, does not exceed 4.00 to 1.00 and (ii) 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 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 December 31, 2017, the Borrowers were in compliance with all of the covenants under the Credit Agreement.

The Notes

The Borrowers, as co-issuers, have outstanding \$550 million aggregate principal amount of the Secured Notes, of which \$400 million was originally issued on April 24, 2015 at an issue price of 100% of par value and the remaining \$150 million was issued on June 9, 2016 at an issue price of 99.25% of the par value as an add-on to the existing Secured Notes. The Borrowers, as co-issuers, also have outstanding \$1.11 billion aggregate principal amount of the 2023 Notes that were originally issued on April 24, 2015 at an issue price of 97.055% of par value. The Secured Notes and the 2023 Notes are guaranteed by the Company and the Subsidiary Guarantors.

The Operating Partnership and its wholly-owned subsidiaries, CSL Capital, LLC and Uniti Fiber Holdings Inc., as co-issuers, have outstanding \$600 million aggregate principal amount of the 2024 Notes, of which \$400 million was originally issued on December 15, 2016 at an issue price of 100% of par value and the remaining \$200 million of which was issued on May 8, 2017 at an issue price of 100.50% of par value under a separate indenture and was mandatorily exchanged on August 11, 2017 for 2024 Notes issued as “additional notes” under the indenture governing the 2024 Notes. The 2024 Notes are guaranteed by the Company, Uniti Group Finance Inc. and the Subsidiary Guarantors.

Deferred Financing Cost

Deferred financing costs were incurred in connection with the issuance of the Notes and the Facilities. These costs are amortized using the effective interest method over the term of the related indebtedness, and are included in interest expense in our Consolidated Statements of Income. For the year ended December 31, 2017, 2016 and for the period from April 24, 2015 to December 31, 2015, we recognized \$13.6 million, \$7.8 million and \$4.8 million of non-cash interest expense, respectively, related to the amortization of deferred financing costs.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

Aggregate annual maturities of our long-term obligations at December 31, 2017 are as follows:

(Thousands)		
2018	\$	21,079
2019		21,079
2020		301,079
2021		21,079
2022		2,002,571
Thereafter		<u>2,260,000</u>
Total	\$	<u>4,626,887</u>

As discussed in Note 6, we have acquired property pursuant to capital leases. At December 31, 2017, future minimum lease payments under capital lease obligations are as follows:

(Thousands)		
2018	\$	8,407
2019		8,083
2020		7,048
2021		6,309
2022		6,155
Thereafter		<u>53,461</u>
Total minimum payments		89,463
Less amount representing interest		<u>(33,134)</u>
Total	\$	<u>56,329</u>

**Note 10. Stock-Based Compensation**

The Company's Board of Directors adopted the Uniti Group Inc. 2015 Equity Incentive Plan (the "Equity Plan"), which is administered by the Compensation Committee of the Board of Directors. Awards issuable under the Equity Plan include incentive stock options, "non-qualified" stock options, stock appreciation rights, performance units and performance shares, restricted shares, and restricted stock units.

In connection with the Spin-Off, the Company issued 538,819 restricted shares and 70,889 performance-based restricted stock units to employees of Windstream in accordance with the terms of the Employee Matters Agreement between the Company and Windstream. Under the Employee Matters Agreement, which governs the compensation and employee benefit obligations of Uniti and Windstream with respect to the current and former employees of each company, employees of Windstream who held equity awards as of the date of the Spin-Off were entitled to receive equity awards of Uniti in the same proportion as if the equity awards had been common shares on the date of the Spin-Off. The Uniti awards issued have the same form and vesting requirements as the underlying Windstream awards. For the purposes of vesting in the Uniti awards, continued service with Windstream is deemed to be continued service with Uniti. We do not recognize any compensation expense in our Consolidated Statement of Income related to these awards, as none of the employees granted awards provide service to Uniti. There were no restricted shares and performance-based restricted stock units issued to Windstream employees that remained outstanding at December 31, 2017.

**Restricted Awards**

During the year ended December 31, 2017, the Company granted 234,294 shares of restricted stock to employees, which had a fair value of \$6.0 million as of the date of grant. We calculate the grant date fair value of non-vested shares of restricted stock awards using the closing sale prices on the trading day on the grant date. The restricted stock awards are amortized on a straight-line basis to expense over the vesting period, which is generally three years. As of December 31, 2017, there were 4,992,583 shares available for future issuance under the Equity Plan.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

The following table sets forth the number of unvested restricted stock awards and the weighted-average fair value of these awards at the date of grant:

	<u>Restricted Awards</u>	<u>Weighted Average Fair Value at Grant Date</u>	<u>Aggregate Intrinsic Value<sup>(1)</sup> (\$000s)</u>
Unvested balance December 31, 2016	493,891	\$ 22.60	
Granted	234,294	\$ 25.56	
Forfeited	(33,041)	\$ 24.77	
Vested	(106,956)	\$ 20.73	
Unvested balance, December 31, 2017	<u>588,188</u>	<u>\$ 24.00</u>	<u>\$ 10,464</u>

<sup>(1)</sup> The aggregate intrinsic value is calculated as the market value of our common stock as of December 29, 2017. The market value as of December 29, 2017 was \$17.79 per share, which was the closing price of our common stock reported for transactions effected on the NASDAQ Global Select Market on December 29, 2017, the final trading day of 2017.

During the year ended December 31, 2016, there were 308,146 shares of restricted stock granted with a weighted-average fair value of \$20.56 per share. During the period from April 24, 2015 to December 31, 2015, there were 241,140 shares of restricted granted with a weighted-average fair value of \$25.82 per share.

The total fair value of shares vested for the years ended December 31, 2017 and 2016 was \$2.9 million and \$1.1 million, respectively.

As of December 31, 2017, total unrecognized compensation expense on restricted awards was approximately \$6.6 million, and the expense is expected to be recognized over a weighted average vesting period of 0.9 years.

**Performance Awards**

The Company grants long-term incentives to members of management in the form of performance-based restricted stock units ("PSUs") under the Equity Plan. The number of PSUs earned is based on the Company's achievement of specified performance goals, over a specified performance period, and may range from 0% to 200% of the target shares. The PSUs have a service condition that will expire at the end of the three-year performance period provided that the holder continues to be employed by the Company at the end of the performance period. Holders of PSUs are entitled to dividend equivalents, which will be accrued quarterly and paid in cash upon the vesting of a PSU. Dividend equivalents are forfeited to the extent that the underlying PSU is forfeited.

On February 13, 2017, we issued 91,995 PSUs equal to 100% of the target amount, with an aggregate value of \$3.1 million on the grant date. The PSUs, in addition to a service condition, are subject to the Company's performance versus the total return of the MSCI US REIT Index and a triple-net lease peer group, as defined by the Compensation Committee. Upon evaluating the results of the market conditions, the final number of shares is determined and such shares vest based on satisfaction of the service condition. The PSUs are amortized on a straight-line basis over the vesting period. During the year ended December 31, 2017, no PSUs were forfeited due to termination of service. The following table sets forth the number of unvested PSUs and the weighted-average fair value of these awards at the date of grant:

	<u>Performance Awards</u>	<u>Weighted Average Fair Value at Grant Date</u>	<u>Aggregate Intrinsic Value<sup>(1)</sup> (\$000s)</u>
Unvested balance December 31, 2016	162,630	\$ 21.13	
Granted	91,995	\$ 33.75	
Forfeited	—	\$ —	
Vested	—	\$ —	
Unvested balance, December 31, 2017	<u>254,625</u>	<u>\$ 25.69</u>	<u>\$ 4,530</u>

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

<sup>(1)</sup> The aggregate intrinsic value is calculated as the market value of our common stock as of December 29, 2017. The market value as of December 29, 2017 was \$17.79 per share, which was the closing price of our common stock reported for transactions effected on the NASDAQ Global Select Market on December 29, 2017, the final trading day of 2017.

During the year ended December 31, 2016, there were 101,660 PSUs granted with a weighted-average fair value of \$20.71 per share. During the period from April 24, 2015 to December 31, 2015, there were 60,970 PSUs granted with a weighted-average fair value of \$21.82 per share.

As of December 31, 2017, total unrecognized compensation expense related to PSUs was approximately \$3.2 million, and the weighted-average vesting period was 1.3 years. The fair value of each PSU award is estimated at the date of grant using a Monte Carlo simulation. The simulation requires assumptions for expected volatility, risk-free return, and dividend yield. Our assumptions include a 0% dividend yield, which is the mathematical equivalent to reinvesting the dividends over the three-year performance period as is consistent with the terms of the PSUs. The following table summarizes the assumptions used to value the PSUs granted during the years ended December 31, 2017 and 2016 and for the period from April 24, 2015 to December 31, 2015:

	Year Ended December 31,		Period from	
	2017	2016	April 24 - December 31, 2015	
Expected term (years)	3.0	3.0	2.9	
Expected volatility	33.6%	48.8%	26.6%	
Expected annual dividend	0.0%	0.0%	0.0%	
Risk free rate	1.5%	0.9%	0.9%	

For the years ended December 31, 2017, 2016 and for the period from April 24, 2015 to December 31, 2015, we recognized \$7.7 million, \$4.8 million and \$1.9 million, respectively, of compensation expense related to restricted stock awards and performance-based awards, which is recorded in general and administrative expense on our Consolidated Statement of Income.

**Note 11. Related Party Transactions**

In connection with the Spin-Off, we issued approximately 149.8 million shares of our common stock, par value \$0.0001 per share, to Windstream as partial consideration for the contribution of the Distribution Systems and the Consumer CLEC Business. Windstream Holdings distributed approximately 80.4% of the Uniti shares it received to existing stockholders of Windstream Holdings and retained a passive ownership interest of approximately 19.6% of the common stock of Uniti. As a result of this ownership Windstream was deemed to be a related party.

On June 15, 2016, Windstream Holdings disposed of 14.7 million shares of our common stock, representing approximately half of its retained ownership interest. On June 24, 2016, Windstream Holdings disposed of its remaining 14.7 million shares of our common stock as part of a public offering. The Company did not receive any proceeds resulting from the disposition of these shares.

Accordingly, Windstream is no longer deemed a related party under applicable accounting regulations. Our consolidated financial statements reflect the following transactions with Windstream during the periods in which Windstream was deemed a related party.

**Revenues** – The Company records leasing revenue pursuant to the Master Lease. For the six months ended June 30, 2016, we recognized leasing revenues of \$337.6 million related to the Master Lease. For the period from April 24, 2015 to December 31, 2015, we recognized leasing revenues of \$458.6 million related to the Master Lease, which includes \$0.8 million of TCI revenue recognized as a result of upgrades made by Windstream to the Distribution Systems.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

**General and Administrative Expenses** – We are party to a Transition Services Agreement (“TSA”) pursuant to which Windstream and its affiliates provide, on an interim basis, various services, including but not limited to information technology services, payment processing and collection services, financial and tax services, regulatory compliance and other support services. On April 1, 2016, the TSA ceased and we incurred \$19,000 of related TSA expense for the three months ended March 31, 2016. For the period from April 24, 2015 to December 31, 2015, we incurred \$0.1 million of expense under the TSA.

**CLEC Operating Expenses** – We are party to a Wholesale Master Services Agreement (“Wholesale Agreement”) and a Master Services Agreement with Windstream related to the Consumer CLEC Business. Under the Wholesale Agreement, Windstream provides us transport services (local and long distance telecommunications service), provisioning services (directory assistance, directory listing, service activation and service changes), and repair services (routine and emergency network maintenance, network audits and network security). Under the Master Services Agreement, Windstream provides billing and collections services to Uniti. During the six months ended June 30, 2016, we incurred expenses of \$6.6 million and \$0.9 million related to the Wholesale Agreement and Master Services Agreement, respectively. During the period from April 24, 2015 to December 31, 2015 we incurred expenses of \$10.1 million and \$1.1 million related to the Wholesale Agreement and Master Services Agreement, respectively.

**Employee Matters Agreement** – We are party to an Employee Matters Agreement (“Employee Matters Agreement”) with Windstream that governs the respective compensation and employee benefit obligations of the Company and Windstream in connection with and following the Spin-Off. Under the Employee Matters Agreement, if requested by a Windstream employee, the Company is required to withhold shares to satisfy the employee’s tax obligations arising from the recognition of income and the vesting of shares related to awards of Uniti restricted stock held by the employee that were granted in connection with the Spin-Off. In that case, the Company must pay to Windstream an amount of cash equal to the amount required to be withheld to satisfy minimum statutory tax withholding obligations or, at the request of Windstream, remit such cash directly to the applicable taxing authorities. During the six months ended June 30, 2016, we withheld 91,412 common shares to satisfy these minimum statutory tax-withholding obligations and delivered \$1.9 million to Windstream for remittance to the applicable taxing authorities.

**Tower Purchase** – In May, 2016, we completed the previously announced transaction with Windstream to acquire 32 wireless towers owned by Windstream and operating rights for 49 wireless towers previously conveyed to the Company in the Spin-Off for a purchase price of approximately \$3 million.

**Lease Amendment** – During the quarter ended March 31, 2016, we amended the Master Lease with Windstream (the “Master Lease Amendment”) to allow for the transfer of ownership rights or exchanges of infeasible rights of use (an “IRU”) and other long term rights in certain fiber and associated assets constituting leased property under the Master Lease. We will enter into such transactions pursuant to certain fiber exchange agreements under which we will grant to a third party ownership rights in certain fiber assets or an IRU in certain fiber assets that constitute leased property under the Master Lease in exchange for Uniti receiving ownership rights in certain fiber assets or an IRU in certain fiber assets of the third party, which we will then lease to Windstream as leased property under the Master Lease. Under the terms of the Master Lease Amendment, Windstream is responsible for any taxes imposed on Uniti related to the sale, exchange or other disposition of the fiber assets delivered to a third party or the granting of rights to the leased property that arise from fiber exchange agreements. As of June 30, 2016, no such transactions had been consummated. The Master Lease Amendment also permits us to install, own and operate certain wireless communication towers, antennas and related equipment on designated portions of the leased property.

**Landlord Funded Capital Expense** – Windstream Holdings requested, and we funded, \$43.1 million of capital expenditures related to the Distribution Systems on December 29, 2015. Monthly rent paid by Windstream increased in accordance with the Master Lease effective as of the date we provided the funding, which equates to approximately \$3.5 million of incremental rent per year.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

**Note 12. Earnings Per Share**

Our 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*.

We also issue PSUs; however these units contain forfeitable rights to receive dividends and are therefore considered non-participating restrictive shares and are not dilutive under the two-class method until performance conditions are met. During the years ended December 31, 2017 and 2016, approximately 76,000 and 220,000 PSUs, respectively, were excluded from the computation of diluted net loss per share because their effect is anti-dilutive as a result of our net loss for these periods. For the period from April 24, 2015 through December 31, 2015, approximately 61,000 PSUs were excluded from the computation of diluted earnings per share as their performance conditions had not been met.

The earnings per share impact of the Series A Shares ([See Note 18](#)) is calculated using the net share settlement method, whereby the redemption value of the instrument is assumed to be settled in cash and only the conversion premium, if any, is assumed to be settled in shares. The Series A Shares provide Uniti the option to cash or share settle the instrument, and it is our policy to settle the instrument in cash upon conversion.

The Hunt merger agreement provides for the issuance of additional common shares upon the achievement of certain defined revenue milestones. See Note 4. The earnings per share impact of the Hunt Contingent Consideration is calculated under the method described in ASC 260 for the treatment of contingently issuable shares in weighted-average shares outstanding.



[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

**Note 13. Segment Information**

Our management, including our chief executive officer, who is our chief operating decision maker, manages our operations as four operating business segments in addition to our corporate operations and include:

Leasing: Represents our REIT operations and includes the results from our leasing programs, Uniti Leasing, which is engaged in the acquisition of mission-critical communications assets and leasing them back to anchor customers on either an exclusive or shared-tenant basis.

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

Towers: Represents the operations of our towers business, Uniti Towers, through which we acquire and construct tower and tower-related real estate in the United States and Latin America.

Consumer CLEC: Represents the operations of Talk America Services (“Talk America”) through which we operate the Consumer CLEC Business, that prior to the Spin-Off was reported as an integrated operation within Windstream. Talk America provides local telephone, high-speed internet and long distance services to customers in the eastern and central United States.

Corporate: Represents our corporate and back office functions. Certain costs and expenses, primarily related to headcount, 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 defined as net income determined in accordance with GAAP, before interest expense, provision for income taxes, depreciation and amortization, stock-based compensation expense, the impact, which may be recurring in nature, of transaction related expenses, the write off of unamortized deferred financing costs, costs incurred as a result of the early repayment of debt, changes in the fair value of contingent consideration and financial instruments, and other similar items. 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.



[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

(Thousands)	Period from April 24, 2015 to December 31, 2015					Total of Reportable Segments
	Leasing	Fiber Infrastructure	Towers	Consumer CLEC	Corporate	
Revenues	\$ 458,614	\$ -	\$ -	\$ 17,700	\$ -	\$ 476,314
Adjusted EBITDA	\$ 457,704	\$ -	\$ -	\$ 3,957	\$ (8,364)	\$ 453,297
Adjusted EBITDA margin	99.8%	-	-	22.4%	-	95.2%
Less:						
Interest expense						181,797
Depreciation and amortization	235,967	-	-	2,571	210	238,748
Other expense						-
Transaction related costs						5,210
Stock-based compensation						1,934
Income tax expense						738
Net income						<u>24,870</u>
Capital expenditures <sup>(1)</sup>	\$ 43,077	\$ -	\$ -	\$ -	\$ 1,336	\$ 44,413

(1) Segment capital expenditures represents capital expenditures, the NMS asset acquisition and ground lease investments as reported in the investing activities section of the Consolidated Statement of Cash Flows.

Total assets by business segment as of December 31, 2017 and December 31, 2016 are as follows:

(Thousands)	December 31, 2017	December 31, 2016
Leasing	\$ 2,121,857	\$ 2,238,517
Fiber Infrastructure	2,009,175	914,082
Towers	157,180	18,004
Consumer CLEC	10,919	14,239
Corporate	30,951	133,910
Total of reportable segments	<u>\$ 4,330,082</u>	<u>\$ 3,318,752</u>

Our principal geographical regions consist of the United States and Latin America, which includes Mexico, Colombia and Nicaragua. Summarized geographical information related to the Company's revenues for the years ended December 31, 2017, 2016 and for the period from April 24, 2015 to December 31, 2015 is as follows:

(Thousands)	Year Ended December 31,		Period from
	2017	2016	April 24 - December 31, 2015
United States revenues	\$ 908,576	\$ 770,351	\$ 476,314
Latin America revenues	7,456	57	-
Total revenues	<u>\$ 916,032</u>	<u>\$ 770,408</u>	<u>\$ 476,314</u>

Summarized geographical information related to the Company's long-lived assets as of December 31, 2017 and 2016 is as follows:

(Thousands)	December 31,	
	2017	2016
United States long-lived assets	\$ 3,382,894	\$ 2,826,442
Latin America long-lived assets	98,352	2,179
Total long-lived assets	<u>\$ 3,481,246</u>	<u>\$ 2,828,621</u>

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

**Note 14. 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.

We have fiber lease agreements and office space lease agreements under non-cancelable operating leases. Rental expense under operating leases for the years ended December 31, 2017, 2016 and for the period from April 24, 2015 to December 31, 2015 approximated \$25.2 million, \$10.9 million and \$132,000, respectively. Future minimum payments, by year and in the aggregate, under non-cancellable operating leases with initial or remaining lease terms of one year or more, are as follows:

<u>(Thousands)</u>		
2018	\$	14,336
2019		10,007
2020		7,107
2021		4,411
2022		2,760
Thereafter		16,663
Total	\$	<u>55,284</u>

Pursuant to the Separation and Distribution Agreement, Windstream has agreed to indemnify us (including our subsidiaries, directors, officers, employees and agents and certain other related parties) for any liability arising from or relating to legal proceedings involving Windstream's telecommunications business prior to the Spin-Off, and, pursuant to the Master Lease, Windstream has agreed to indemnify us for, among other things, any use, misuse, maintenance or repair by Windstream with respect to the Distribution Systems. Windstream is currently a party to various legal actions and administrative proceedings, including various claims arising in the ordinary course of its telecommunications business, which are subject to the indemnities provided by Windstream to us.

Under the terms of the Tax Matters Agreement entered into with Windstream, we are generally responsible for any taxes imposed on Windstream that arise from the failure of the Spin-Off and the debt exchanges to qualify as tax-free for U.S. federal income tax purposes, within the meaning of Section 355 and Section 368(a)(1)(D) of the Code, as applicable, to the extent such failure to qualify is attributable to certain actions, events or transactions relating to our stock, indebtedness, assets or business, or a breach of the relevant representations or any covenants made by us in the Tax Matters Agreement, the materials submitted to the IRS in connection with the request for the private letter ruling or the representations provided in connection with the tax opinion. We believe that the probability of us incurring obligations under the Tax Matters Agreement are remote; and therefore, have recorded no such liabilities in our consolidated balance sheet.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

**Note 15. Accumulated Other Comprehensive Income**

Changes in accumulated other comprehensive income (loss) by component is as follows for the year ended December 31, 2017:

(Thousands)	2017	2016	2015
<b>Cash flow hedge changes in fair value gain (loss):</b>			
Balance at beginning of period	\$ (6,102)	\$ (5,427)	\$ —
Other comprehensive income (loss) before reclassifications	(7,735)	(24,465)	(21,682)
Amounts reclassified from accumulated other comprehensive income	20,630	23,790	16,255
Net other comprehensive income	6,793	(6,102)	(5,427)
Less: Other comprehensive (loss) income attributable to noncontrolling interest	442	—	—
Balance at end of period	6,351	(6,102)	(5,427)
<b>Foreign currency translation gain (loss):</b>			
Balance at beginning of period	(267)	—	—
Translation adjustments	1,660	(267)	—
Net other comprehensive income	1,393	(267)	—
Less: Other comprehensive (loss) income attributable to noncontrolling interest	(77)	—	—
Balance at end of period	1,470	(267)	—
Accumulated other comprehensive income (loss) at end of period	\$ 7,821	\$ (6,369)	\$ (5,427)

**Note 16. Income Taxes**

We have elected on our U.S. federal income tax return to be treated as a REIT and thus have no provision for U.S. federal income tax related to activities of the REIT and its passthrough subsidiaries. The REIT and certain of its subsidiaries are subject to certain state and local income taxes, franchise taxes, and gross receipts taxes. Our TRSs are subject to U.S. federal, state and local corporate income taxes.

Income tax expense (benefit) for the years ended December 31, 2017 and 2016 and for the period from April 24, 2015 to December 31, 2015 as reported in the accompanying Consolidated Statement of Income was comprised of the following:

(Thousands)	Year Ended December 31,		Period from
	2017	2016	April 24 - December 31, 2015
<b>Current</b>			
Federal	\$ 1,456	\$ 1,596	\$ 1,208
State	866	1,107	741
Total current expense	2,322	2,703	1,949
<b>Deferred</b>			
Federal	(36,956)	(1,488)	(770)
State	(3,837)	(698)	(441)
Foreign	(378)	—	—
Total deferred expense	(41,171)	(2,186)	(1,211)
Total income tax (benefit) expense	\$ (38,849)	\$ 517	\$ 738

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

An income tax expense reconciliation between the U.S. statutory tax rate and the effective tax rate is as follows:

(Thousands)	Year Ended December 31,		Period from
	2017	2016	April 24 - December 31, 2015
Income from continuing operations, before tax	\$ (47,667)	\$ 305	\$ 24,795
Income tax at U.S. statutory federal rate	(16,687)	107	8,665
Increases (decreases) resulting from:			
State taxes, net of federal benefit	(429)	(224)	266
Benefit of REIT status	8,836	(4,016)	(8,193)
Capitalized transaction costs	(4,820)	(3,915)	-
Change in valuation allowance	(8,176)	8,176	-
Adjustment of deferred tax balances	(217)	149	-
Permanent differences	60	52	-
Foreign taxes	(378)	-	-
Rate differential	(17,038)	188	-
Income tax (benefit) expense	\$ (38,849)	\$ 517	\$ 738

The effective tax rate on income from continuing operations differs from tax at the statutory rate primarily due to our status as a REIT, certain capitalized costs incurred to acquire assets that were transferred to a TRS, changes in valuation allowance related to deferred tax assets of a TRS, and the impact of corporate tax reform, discussed below.

The Tax Cuts and Jobs Act ("Tax Bill") was enacted on December 22, 2017. The Tax Bill reduces the U.S. federal corporate tax rate from 35% to 21%, requires companies to pay a one-time transition tax on earnings of certain foreign subsidiaries that were previously tax deferred and creates new taxes on certain foreign sourced earnings.

At December 31, 2017, we have not completed our accounting for the tax effects of enactment of the Tax Bill; however, in certain cases, as described below, we have made a reasonable estimate of the effects on our existing deferred tax balances and the one-time transition tax. In other cases, we have not been able to make a reasonable estimate and continue to account for those items based on our existing accounting under ASC 740, Income Taxes, and the provisions of the tax laws that were in effect immediately prior to enactment.

For the items for which we were able to determine a reasonable estimate, we recognized a non-cash provisional benefit in the amount of \$17.0 million due to the revaluing of the Company's deferred tax liabilities, which is included as a component of income tax expense from continuing operations. Given the current structure of the Company, it is anticipated that there will be limited to no impact related to the one-time transition tax on historic foreign earnings.

Future regulatory and rulemaking interpretations and decisions of the Tax Bill may impact the Company's tax position. Therefore the estimated impact of provisions outside of the write-down of cumulative deferred tax liabilities remains uncertain. Corrective or supplemental legislation and its impact will be considered in the Company's financial statements in the period ending September 30, 2018.

Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

The components of the Company's deferred tax assets and liabilities are as follows:

(Thousands)	December 31, 2017	December 31, 2016
<b>Deferred tax assets:</b>		
Deferred revenue	\$ 17,114	\$ 4,244
Accrued bonuses	101	520
Goodwill	-	1,886
Stock based compensation	506	179
Accrued expenses and other	2,023	802
Asset retirement obligation	1,341	790
Inventory reserve	248	401
Net operating loss carryforwards	<u>36,229</u>	<u>39,916</u>
Deferred tax assets	57,562	48,738
Valuation allowance	-	(8,176)
Deferred tax assets, net of valuation allowance	<u>57,562</u>	<u>40,562</u>
<b>Deferred tax liabilities:</b>		
Property, plant & equipment	\$ (43,817)	\$ (20,923)
Customer list intangible	(68,795)	(47,721)
Other intangible amortization	(291)	(137)
Other	(137)	(175)
Deferred tax liabilities	<u>\$ (113,040)</u>	<u>\$ (68,956)</u>
Deferred tax liability, net	<u>\$ (55,478)</u>	<u>\$ (28,394)</u>

As of December 31, 2016, the Company's deferred tax assets were primarily the result of U.S. federal and state NOL carryforwards. A valuation allowance of \$8.2 million was recorded against its gross deferred tax asset balance as of December 31, 2016. During 2017, the Company recorded a full-year valuation allowance release of \$8.2 million on the basis of management's reassessment of the amount of its deferred tax assets that are more likely than not to be realized.

As of each reporting date, the Company's management considers new evidence, both positive and negative, that could impact management's view with regard to future realization of deferred tax assets. Given the Company has significant deferred tax liabilities which are not limited by Sec. 269(a)(1) of the Code, management determined that sufficient positive evidence exists as of December 31, 2017, to conclude that it is more likely than not that additional deferred taxes of \$8,176 are realizable, and therefore, removed the valuation allowance accordingly.

On August 31, 2016, we acquired 100% of the outstanding equity of Tower Cloud, Inc., which had federal NOL carryforwards of approximately \$81.2 million at the date of the acquisition that will expire between 2026 and 2036. As a result of the change in ownership, the utilization of Tower Cloud, Inc. NOL carryforwards is subject to limitations imposed by the Code.

We have total federal NOL carryforwards as of December 31, 2017 of approximately \$133.8 million which will expire between 2026 and 2037.

With the exception of Tower Cloud, Inc., our 2014 returns remain open to examination. As Tower Cloud, Inc. has NOLs available to carry forward, the applicable tax years will generally remain open to examination several years after the applicable loss carryforwards have been utilized or expire.

The Company or its subsidiaries file tax returns in the U.S. federal jurisdiction, various state and local jurisdictions, and certain foreign jurisdictions. A reconciliation of the Company's beginning and ending liability for unrecognized tax benefits is as follows:

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

(Thousands)	2017	
Balance at January 1	\$	-
Additions related to acquisitions		3,036
Additions for tax positions for the current year		-
Additions for tax positions of prior years		-
Reductions for tax positions of prior years		-
Settlements		-
Balance at December 31	\$	<u>3,036</u>

The Company's entire liability for unrecognized tax benefit would affect the annual effective tax rate if recognized. The Company does not expect a significant change in the balance of unrecognized tax benefits within the next 12 months.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits as additional tax expense. The Company recorded no interest expense or penalties for the period ending December 31, 2017. The Company's balance of accrued interest and penalties related to unrecognized tax benefits as of December 31, 2017 was \$2.3 million.

**Note 17. Supplemental Cash Flow Information**

Cash paid for interest expense and income taxes is as follows:

(Thousands)	Year Ended December 31,		Period from
	2017	2016	April 24 - December 31, 2015
<b>Supplemental cash flow information:</b>			
Cash paid for interest	\$ 276,071	\$ 255,945	\$ 147,428
Cash paid for income taxes	\$ 4,388	\$ 3,003	\$ 1,284

**Note 18. Capital Stock**

On April 25, 2017, we issued 19.5 million shares of our common stock, par value \$0.0001 per share. The shares were sold at a public offering price of \$26.50, generating proceeds of approximately \$518 million, before underwriter discounts and transaction costs. The Company used the proceeds from this offering to fund a portion of the cash consideration paid in connection with the acquisitions of Southern Light and Hunt that closed on July 3, 2017.

On August 31, 2016, we issued 1.9 million shares of our common stock, par value \$0.0001 per share, as partial consideration for all outstanding equity interests of Tower Cloud. See Note 4.

On June 24, 2016, in connection with Windstream's disposition of its retained ownership interest in Uniti pursuant to the public offering (See Note 11), we issued 2.2 million additional shares of our common stock. The shares were sold at a public offering price of \$26.01, resulting in proceeds to the Company of \$54.8 million, net of underwriting discounts and commissions, which were used to repay existing borrowings under our Revolving Credit Facility.

On May 2, 2016, we issued 1 million shares of our common stock, par value \$0.0001 per share, as partial consideration for all outstanding equity interests of PEG Bandwidth. See Note 4. In addition, we issued 87,500 shares of the Company's 3% Series A Convertible Preferred Stock, \$0.0001 par value ("Series A Shares"), with a liquidation value of \$87.5 million. The Series A Shares are non-voting and entitle the holders to receive cumulative dividends at the rate per annum of 3.0%, payable in cash. Holders of the Series A Shares have the option to convert at any time after three years, or are mandatorily convertible after eight years at a conversion rate of 28.5714 shares of common stock per Series A Share, subject to adjustment for certain dilutive events not to exceed a conversion rate of 50.5305 shares of common stock per Series A Share. The Series A Shares provide us the option to cash or share settle, and it is our policy to settle in cash upon conversion. Upon liquidation, each holder of the Series A Shares shall be entitled to receive the liquidation preference per share of \$1,000 plus an amount equal to the accumulated and unpaid dividends on such shares. The Series A Shares were recorded at inception on the Consolidated Balance Sheet as mezzanine equity at fair value.

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

We are authorized to issue up to 500,000,000 shares of voting common stock and 50,000,000 shares of preferred stock, of which 174,851,514 and 0 shares, respectively, were outstanding at December 31, 2017. We had 325,148,486 shares of voting common stock available for issuance at December 31, 2017.

**Note 19. Dividends (Distributions)**

Distributions with respect to our common stock is characterized for federal income tax purposes as taxable ordinary dividends, capital gains dividends, non-dividend distribution or a combination thereof. For the years ended December 31, 2017 and 2016 and for the period from April 24, 2015 to December 31, 2015 our common stock distribution per share was \$2.40, \$2.40 and \$1.04, respectively, characterized as follows:

	Year Ended December 31,		Period from	
	2017	2016	April 24 - December 31, 2015	
Ordinary dividends	\$ 1.22	\$ 1.31	\$	0.87
Non-dividend distributions	1.18	1.09		0.17
Total	\$ 2.40	\$ 2.40	\$	1.04

**Note 20. Future Minimum Rents**

Future minimum lease payments to be received, excluding operating expense reimbursements, from tenant under non-cancelable operating leases as of December 31, 2017, are as follows:

(Thousands)	
2017	\$ 661,859
2018	666,703
2019	669,838
2020	672,998
2021	675,904
Thereafter	5,109,341
Total	\$ 8,456,643

**Note 21. Employee Benefit Plan**

We sponsor a defined contribution plan under section 401(k) of the Internal Revenue Code, which covers employees who are 21 years of age and over. Under this plan, we match voluntary employee contributions at a rate of 100% for the first 3% of an employee's annual compensation and at a rate of 50% for the next 2% of an employee's annual compensation. Employees vest in our contribution immediately. Our expense related to the plan recognized for the years ended December 31, 2017, 2016 and for the period April 24, 2015 to December 31, 2015 was \$0.8 million, \$0.4 million and \$0.1 million, respectively.

We sponsor a deferred compensation plan. The plan is established and maintained by the Company primarily to permit certain management or highly compensated employees of the Company and its subsidiaries, within the meaning of Section 301(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), to defer a percentage of their compensation. The plan is an unfunded deferred compensation plan intended to qualify for the exemptions provided in, and shall be administered in a manner consistent with Section 201, 301 and 401 of ERISA and Section 409A of the Internal Revenue Code of 1986, as amended.

**Note 22. Subsequent Events**

On March 1, 2018, we announced that Uniti has entered into agreements to acquire and lease-back fiber assets from privately-held U.S. TelePacific holding Corp. ("TPX") for aggregate consideration of \$95 million in cash. In the

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

transactions, Uniti will acquire and leaseback to TPx, on a triple-net basis, 38,000 fiber strand miles located across California, Nevada, Texas, and Massachusetts. In addition, Uniti will acquire and have exclusive use of 7,000 fiber strand miles located in Texas, which are adjacent to Uniti Fiber's southern network footprint. Uniti will also have non-exclusive rights to market, on behalf of TPx, certain of the fiber assets in California and Massachusetts.

The transactions are subject to customary closing conditions and are expected to close in two tranches, with the non-California assets expected to close in the second quarter of 2018 and the remaining California assets to close in the third quarter of 2018. The initial lease term will be 15 years with five 5-year renewal options at TPx's discretion. Upon the closing of both transactions, annual cash rent will initially be \$8.8 million with a fixed annual escalator of 1.5%.

**Note 23. Supplemental Guarantor Information**

Pursuant to SEC Regulation S-X Rule 3-10 "Financial statements of guarantors and issuers of guaranteed securities registered or being registered," the Company historically has provided condensed consolidating financial information for CSL Capital and the Guarantors because the 2023 Notes and the guarantees thereof were previously registered with the SEC under the Securities Act of 1933, as amended. Effective as of May 9, 2017 (the effective date of the previously announced up-REIT Reorganization (see Note 9)), the 2023 Notes ceased to be an obligation of the Company, and the Company was no longer required to provide supplemental guarantor information related to the 2023 Notes.

**Note 24. Quarterly Results of Operations (unaudited)**

Selected quarterly information for each of the four quarters in the year ended December 31, 2017:

	2017			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
(Thousands, except per share data)				
Total revenues	\$ 211,473	\$ 213,013	\$ 245,210	\$ 246,336
Loss before income taxes	(20,379)	(16,385)	(3,837)	(7,076)
Net (loss) income	(20,000)	(16,460)	4,835	22,797
Net (loss) income attributable to common shareholders	(21,788)	(18,242)	2,939	20,539
Basic (loss) earnings per common share	\$ (0.14)	\$ (0.11)	\$ 0.02	\$ 0.12
Diluted (loss) earnings per common share	\$ (0.14)	\$ (0.11)	\$ (0.02)	\$ 0.12
Dividends declared per common share	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60

[Table of Contents](#)

**Uniti Group Inc.**  
**Notes to the Consolidated Financial Statements – Continued**

Selected quarterly information for each of the four quarters in the year ended December 31, 2016:

	2016			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
<i>(Thousands, except per share data)</i>				
Total revenues	\$ 174,675	\$ 188,573	\$ 200,240	\$ 206,920
Income (loss) before income taxes	8,480	(1,208)	(2,215)	(4,752)
Net income (loss)	8,036	(1,535)	(2,343)	(4,370)
Net income (loss) attributable to common shareholders	7,681	(2,871)	(4,144)	(6,163)
Basic earnings (loss) per common share	\$ 0.05	\$ (0.02)	\$ (0.03)	\$ (0.04)
Diluted earnings (loss) per common share	\$ 0.05	\$ (0.02)	\$ (0.03)	\$ (0.04)
Dividends declared per common share	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60

## Exhibit I

### 911 Coordinator List

Applicant is contacting the 911 coordinators for all counties listed at:

<http://www.pema.pa.gov/about/Daily%20Document%20Updates/911%20Coordinators.pdf>

#### **Adams County**

Warren Bladen - 911 Coordinator  
230 Greenamyre Lane  
Gettysburg, PA 17325-2313

#### **Allegheny County**

Gary Thomas - 911 Coordinator  
400 North Lexington St., Suite 200  
Pittsburgh, PA 15208

#### **Allentown, City of**

Steven Ridgway - 911 Coordinator  
1304 Fairview Street  
Allentown, PA 18102

#### **Armstrong County**

Ronald D. Baustert - 911 Coordinator  
131 Armsdale Road  
Kittanning, PA 16201

#### **Beaver County**

Eric Brewer - 911 Coordinator  
351 14th St  
Ambridge, PA 15003

#### **Bedford County**

Harry Corley - 911 Coordinator  
200 South Juliana Street  
Bedford, PA 15522

#### **Berks County**

Ms. Wanda Keener - 911 Coordinator  
Directlink Technologies Center  
2561 Bernville Road  
Reading, PA 19605

#### **Bethlehem, City of**

Robert Novatnack - 911 Coordinator  
10 East Church Street  
Bethlehem, PA 18018-6025

#### **Blair County**

Susan Ammerman - 911 Coordinator  
615 4th Street  
Altoona, PA 16602

#### **Bradford County**

Robert Repasky - 911 Coordinator  
22 Burgert Drive  
Towanda, PA 18848

#### **Bucks County**

Audrey Kenny - 911 Coordinator  
911 Freedom Way  
Ivyland, PA 18974

#### **Butler County**

Robert McLafferty - 911 Coordinator  
120 McCune Dr  
Butler, PA 16001-6388

#### **Cambria County**

Robbin Melnyk - 911 Coordinator  
401 Candlelight Drive, Suite 100  
Ebensburg, PA 15931

#### **Cameron County**

Laura Narby - 911 Coordinator  
20 E. 5th Street  
Emporium, PA 15834

#### **Carbon County**

Gary Williams - 911 Coordinator  
1264 Emergency Lane  
Nesquehoning, PA 18240

#### **Centre County**

Dale Neff - 911 Coordinator  
420 Holmes Street  
Bellefonte, PA 16823

**Chester County**

Rober J. Kagel - 911 Coordinator  
Government Service Center  
601 Westtown Road, Suite 12  
West Chester, PA 19380-0990

**Clarion County**

Ronald Wolbert - 911 Coordinator  
421 Madison Road  
Clarion, PA 16214

**Clearfield County**

Jeremy Ruffner - 911 Coordinator  
911 Leonard Street  
Clearfield, PA 16830-3245

**Clinton County**

Kevin Fanning - 911 Coordinator  
311 Frederick Street, Suite A  
Lock Haven, PA 17745

**Columbia County**

Fred Hunsingerr - 911 Coordinator  
East Central Emergency Network  
P.O. Box 380, Courthouse  
Bloomsburg, PA 17815

**Crawford County**

Kevin Nicholson - 911 Coordinator  
632 Pine Street  
Meadville, PA 16335

**Cumberland County**

Robert Shively - 911 Coordinator  
1 Public Safety Drive  
Carlisle, PA 17013

**Dauphin County**

Gregory Kline - 911 Coordinator  
911 Gibson Boulevard  
Steelton, PA 17113-1989

**Delaware County**

Eleanor Smith - 911 Coordinator  
201 West Front Street  
Media, PA 19063

**Elk County**

Sherri Lovett - 911 Coordinator  
P.O. Box 448  
Ridgway, PA 15853

**Erie County**

Kale Asp - 911 Coordinator  
2880 Flower Road  
Erie, PA 16509

**Fayette County**

Vince Sherwod - 911 Coordinator  
24 East Main St., 4th Floor  
Uniontown, PA 15401

**Forest County**

Curt Kiefer - 911 Coordinator  
526 Elm Street, Box 3  
Tionesta, PA 16353

**Franklin County**

Bryan D. Stevenson - 911 Coordinator  
390 New York Avenue  
Chambersburg, PA 17201

**Fulton County**

Ruth Strait - 911 Coordinator  
219 North 2nd Street, Suite 106  
McConnellsburg, PA 17233

**Greene County**

Jeff Rhodes - 911 Coordinator  
55 West Greene Street  
Waynesburg, PA 15370-8070

**Huntingdon County**

Gilbert Dick - 911 Coordinator  
530 Washington Street  
Huntingdon, PA 16652

**Indiana County**

Jolene Burkhardt - 911 Coordinator  
85 Haven Drive  
Indiana, PA 15701

**Jefferson County**

Christopher Clark - 911 Coordinator  
560 Service Center Rd  
Brookville, PA 15825

**Juniata County**

Allen Weaver - 911 Coordinator  
11 N. Third Street  
Mifflintown, PA 17059

**Lackawanna County**

David Hahn - 911 Coordinator  
30 Valley View Business Park  
Jessup, PA 18434

**Lancaster County**

Michael Weaver - 911 Coordinator  
PO Box 487  
Manheim, PA 17545-0487

**Lawrence County**

Rich Hoover - 911 Coordinator  
1451 County Line Road  
New Castle, PA 16101

**Lebanon County**

Bob Dowd - 911 Coordinator  
400 South 8th Street, Room 12  
Lebanon, PA 17042

**Lehigh County**

Laurie Bailey - 911 Coordinator  
640 West Hamilton Street, 10th Floor  
Allentown, PA 18101

**Luzerne County**

Fred Rosencrans - 911 Coordinator  
100 Young Street  
Hanover Township, PA 18706

**Lycoming County**

Sandra Holdren - 911 Coordinator  
542 County Farm Road, Suite 101  
Montoursville, PA 17754

**McKean County**

Andrew Johnson - 911 Coordinator  
17175 State Route 6  
Smethport, PA 16749

**Mercer County**

Frank A. Jannetti, Jr. - 911 Coordinator  
205 South Erie Street  
Mercer, PA 16137-1501

**Mifflin County**

Philip Lucas - 911 Coordinator  
20 North Wayne Street  
Lewistown, PA 17044

**Monroe County**

Gary Hoffman - 911 Coordinator  
100 Gypsum Road, Suite 201  
Stroudsburg, PA 18360

**Montgomery County**

Michael Vest - 911 Coordinator  
50 Eagleville Road  
Eagleville, PA 19403

**Montour County**

Fred Hunsinger - 911 Coordinator  
East Central Emergency Network  
P.O. Box 380, Courthouse  
Bloomsburg, PA 17815

**Northampton County**

Ronald Hulsizer - 911 Coordinator  
Division of Emergency Management Services  
100 Gracedale Ave  
Nazareth, PA 18064-8894

**Northumberland County**

Russell Fellman - 911 Coordinator  
911 Greenough Street, Suite 2  
Sunbury, PA 17801

**Perry County**

Richard Fultz - 911 Coordinator  
PO Box 37  
New Bloomfield, PA 17068

**Philadelphia**

Mitchell Yanak - 911 Coordinator  
Office of Innovation and Technology  
1234 Market Street, Suite 1850  
Philadelphia, PA 19107

**Pike County**

J. Bernard Swartwood - 911 Coordinator  
135 Pike County Blvd.  
Lords Valley, PA 18428

**Potter County**

Julie Sitkowski - 911 Coordinator  
20 Mockingbird Lane  
Coudersport, PA 16915

**Schuylkill County**

Scott Krater - 911 Coordinator  
435 North Centre Street  
Pottsville, PA 17901

**Snyder County**

Chad Aucker - 911 Coordinator  
30 Universal Road  
Selinsgrove, PA 17870

**Somerset County**

David Fox - 911 Coordinator  
111 East Union Street  
Somerset, PA 15501

**Sullivan County**

Jason Dickinson – 911 Coordinator  
PO Box 157  
Laporte, PA 18626

**Susquehanna County**

Bruce Butler – 911 Coordinator  
County Office Building  
81 Public Avenue  
Montrose, PA 18801

**Tioga County**

David Cohick - 911 Coordinator  
99 William Farrell Drive  
Wellsboro, PA 16901

**Union County**

Cheryl Stiefel – 911 Coordinator  
155 North 15th Street  
Lewisburg, PA 17837

**Venango County**

Mark Seigworth - 911 Coordinator  
1052 Grandview Road  
Oil City, 16301

**Warren County**

Todd Lake - 911 Coordinator  
100 Dillon Drive, Suite 203  
Youngsville, PA 16371

**Washington County**

Jeffrey Yates - 911 Coordinator  
100 West Beau Street, C-1  
Washington, PA 15301

**Wayne County**

Cheryl Hunter - 911 Coordinator  
73 Volunteer Drive  
Honesdale, PA 18431

**Westmoreland County**

Timothy Hallam - 911 Coordinator  
911 Public Safety Road  
Greensburg, PA 15601

**Wyoming County**

Jeff Porter – 911 Coordinator  
PO Box 738  
Tunkhannock, PA 18657

**York County Office of Emergency Management**

Cindy Dietz - 911 Coordinator  
120 Davies Drive  
York, PA 17402

**VIA CERTIFIED MAIL**

April [ ], 2018

Re: Southern Light, LLC

Dear 911 Coordinator:

Southern Light, LLC (“Southern Light”) is in the process of seeking authority to provide facilities-based and resold competitive local exchange service in the service territories of Verizon Pennsylvania LLC, Verizon North LLC, United Telephone Company of Pennsylvania LLC d/b/a CenturyLink, Frontier Communications of Pennsylvania, LLC, Frontier Commonwealth Telephone Company, Frontier Communications of Breezewood, Frontier communications of Canton, Frontier Communications of Lakewood, and Frontier Communications of Osway River in the Commonwealth of Pennsylvania. As part of that process Southern Light is required to contact the appropriate 911 Coordinators in each county, and in certain instances each city, in which it intends to provide service. This letter is to notify you that Southern Light may provide service in your area and would like to make arrangements for the provisioning of emergency 911 service to Southern Light customers that reside within.

Please provide the undersigned with information and details regarding what is needed to provision such service in your territory. Please do not hesitate to contact the same should you have any questions or need further information.

Very truly yours,

Jeffrey R. Strenkowski  
Vice President, Deputy General Counsel  
Uniti Fiber, Inc.  
10802 Executive Center Drive, Suite 300  
Little Rock, AR 72211  
Tel: (307) 774-0461