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

FORM 10-K

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

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023

☐ **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 1-8519

CINCINNATI BELL INC.

Ohio	**31-1056105**
(State of Incorporation)	**(I.R.S. Employer Identification No.)**

221 East Fourth Street, Cincinnati, Ohio 45202
(Address of principal executive offices) (Zip Code)

(513) 397-9900
(Registrant's telephone number, including area code)

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

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

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

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

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

As of December 31, 2023, there were 100 common shares of the Company outstanding, all of which were held by Red Fiber Parent LLC. The Company is filing this Form 10-K with the SEC on a voluntary basis.

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This report contains trademarks, service marks and registered marks of Cincinnati Bell Inc., as indicated.

Part I

Item 1. Business

Overview and Strategy

Cincinnati Bell Inc. and its consolidated subsidiaries ("Cincinnati Bell," "we," "our," "us" or the "Company") provide integrated communications and IT solutions that keep consumer and business customers connected with each other and with the world. The Company operates its businesses through the following segments: Network and IT Services and Hardware. The Network segment serves customers in the Greater Cincinnati region through our altafiber brand and services customers in Hawaii through our Hawaiian Telcom brand. The IT Services and Hardware segment services customers in the U.S. and Europe through our CBTS brand and in Canada through our OnX brand.

On February 2, 2024, the Company entered into a definitive purchase agreement (the "Purchase Agreement") with TowerBrook Capital Partners ("TowerBrook") in which TowerBrook will acquire the CBTS and OnX businesses from the Company for a purchase price of $670.0 million. The Purchase Agreement is subject to customary closing conditions and is expected to close in the second half of 2024, although there can be no assurance that the Purchase Agreement will close by that date. Management has determined that the CBTS and OnX operations that are covered by the Purchase Agreement will be reported as discontinued operations in the quarterly financial statements for the period ended March 31, 2024. At that time, the Company will operate its business through one segment: Network.

On March 13, 2020, the Company entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Red Fiber Parent LLC, a Delaware limited liability company (“Parent”), and RF Merger Sub Inc., an Ohio corporation and directly wholly owned subsidiary of Parent (“Merger Sub”). On September 7, 2021 (the “Closing Date” or “Merger Date”), upon the terms and subject to the conditions set forth in the Merger Agreement, and in accordance with the applicable provisions of the Ohio General Corporation Law (the “OGCL”), Merger Sub merged with and into the Company, with the Company continuing as the surviving corporation (the “Merger”). At the effective time of the Merger (the “Effective Time”), the separate corporate existence of Merger Sub ceased, and the Company survived the Merger as a wholly owned private subsidiary of Parent.

Pursuant to the Merger Agreement, each of Cincinnati Bell’s issued and outstanding Common Shares was converted into the right to receive $15.50 per share in cash, without interest. Trading of the Company’s Common Shares was suspended on the New York Stock Exchange (“NYSE”) and the Common Shares were subsequently delisted from the NYSE. Additionally, the Company redeemed Depositary Shares simultaneously with the redemption of the 6 3/4% Preferred Shares, at a redemption price of $50 per Depositary Share (equivalent to $1,000 per 6 3/4% Preferred Share), and the Depositary Shares were then delisted from the NYSE. As a result of the Merger Agreement, the Company has ceased to be subject to the filing requirements under Sections 12(b), 12(g) and 15(d) of the Securities Exchange Act of 1934, as amended (see Note 12 to the consolidated financial statements); however, due to contractual provisions in certain indentures, the Company is required to voluntarily file certain periodic reports with the U.S. Securities and Exchange Commission (“SEC”).

This Annual Report on Form 10-K provides an overview of Cincinnati Bell Inc.'s financial condition as of December 31, 2023 and our results of operations for the years ended December 31, 2023 and 2022 and the periods January 1, 2021 through September 7, 2021 and September 8, 2021 through December 31, 2021. References in this Annual Report to “Successor” refer to the Company on or after September 8, 2021 and references to “Predecessor” refer to the results prior to September 8, 2021. This discussion should be read in conjunction with the accompanying Consolidated Financial Statements and accompanying notes.

Our results of operations as reported in our Consolidated Financial Statements for these periods are prepared in accordance with GAAP. Although GAAP requires that we report on our results for the period from January 1, 2021 through September 7, 2021 and the period from September 8, 2021 through December 31, 2021 separately, management views the Company’s operating results for the year ended December 31, 2021 by combining the results of the applicable Predecessor and Successor periods because such presentation provides the most meaningful comparison of our results to current and prior periods.

To enhance the analysis of our operating results for the periods presented, we have included a discussion of selected financial and operating data of the Predecessor and Successor on a combined basis for the year ended December 31, 2021. This presentation consists of the mathematical addition of selected financial and operating data of the Predecessor for the period from January 1, 2021 to September 7, 2021 plus the comparable financial and operating data of the Successor for the period from September 8, 2021 to December 31, 2021. There are no other adjustments made in the combined presentation. The mathematical combination of selected financial and operating data is included below under the heading "Combined Year Ended December 31, 2021" and this data is a non-GAAP presentation. Management believes that this selected financial and operating data provides investors with useful information upon which to assess our operating performance because the results of operations for a twelve-month period correspond to how we have reported our results in the past and how we will report our results in the future.

Through its Network segment, the Company provides high-speed data, video, and voice solutions to consumers and businesses over an expanding fiber network and a legacy copper network. During 2018, the Company acquired Hawaiian Telcom Holdco, Inc. ("Hawaiian Telcom"), the largest full service provider of communication services on all of Hawaii's major islands. This acquisition added operational scale to our business by adding access to both Honolulu, a well-developed, fiber-rich city on Oahu, as well as the growing neighbor islands. As a result of the acquisition, the Company's combined fiber networks are approximately 23,100 fiber route miles. On May 2, 2022, the Company acquired Agile IWG Holdings, LLC ("Agile") for total cash consideration of $65.5 million. Agile delivers customers, primarily located in Ohio and Pennsylvania, with middle mile, last mile and campus connectivity services through hybrid fiber wireless networks that are designed, built and managed by Agile. On April 17, 2023, the Company acquired Ohio Transparent Telecom Inc. ("OTT") for an aggregate purchase price of $3.3 million. OTT provides network security, data connectivity, and unified communications solutions to commercial and enterprise customers across multiple sectors throughout Ohio and Michigan. The services and solutions provided by OTT complement the services offered by Agile.

Through its IT Services and Hardware segment, business customers across the U.S., Canada and Europe rely on the Company for the sale and service of efficient, end-to-end communications and IT systems and solutions.

Our goal is to continue the transformation from a legacy copper-based telecommunications company into a technology company with state-of-the-art fiber assets servicing customers with data, video and voice to meet their evolving needs. During 2023, we focused on completing the build-out of single family homes in the Cincinnati ILEC operating territory and in 2024 will continue to identify and expand in adjacent markets to Cincinnati and Dayton. In Hawaii, we continue to build out the network and expand our fiber footprint across Oahu and the neighbor islands while also retiring legacy copper assets.

During 2023, we invested $408.8 million of capital in the Network segment in products that can be categorized as Fioptics, previously referred to as "Consumer/SMB Fiber" in Hawaii and collectively with Fioptics in Cincinnati. Revenue from these high demand products totaled $562.9 million for 2023, up $35.0 million compared to 2022 partially mitigating the decline in legacy products. The primary focus of these investments is the expansion of high-speed internet products which are designed to compete directly with the cable Multiple System Operators, such as Charter Communications, serving the Company's operating territories. Year-over-year revenue and subscribers for these products are outlined in the table below:

	Successor			Predecessor	Non-GAAP Combined
Cincinnati Operating Territory	**Year Ended December 31, 2023**	**Year Ended December 31, 2022**	**September 8, 2021 to December 31, 2021**	**January 1, 2021 to September 7, 2021**	**Year Ended December 31, 2021**
Fioptics Revenue (in millions):	$ 452.7	$ 429.3	$ 124.5	$ 260.5	$ 385.0
Subscribers (in thousands):					
Internet FTTP	340.5	299.3	261.3	n/a	261.3
Video	121.5	123.1	123.3	n/a	123.3
Voice	97.7	100.7	101.2	n/a	101.2

Hawaii Operating Territory	Successor			Predecessor	Non-GAAP Combined
	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021	Year Ended December 31, 2021
Fioptics Revenue (in millions):	$ 110.2	$ 98.6	$ 27.7	$ 60.9	$ 88.6
Subscribers (in thousands):					
Internet FTTP	87.4	70.6	65.7	n/a	65.7
Video	34.1	36.0	37.5	n/a	37.5
Voice	30.8	29.2	28.0	n/a	28.0

During the year, we passed an additional 104,100 Fiber to the Premise ("FTTP") addresses in the Greater Cincinnati area with Fioptics. The Company is focused on building FTTP addresses as FTTP has become a more relevant solution for our customers. As of December 31, 2023, the Fioptics products are now available to approximately 761,300 FTTP customer locations, or more than 85% of the Greater Cincinnati operating territory. During 2023, we passed an additional 71,000 FTTP addresses in Hawaii. The Fioptics products are now available to approximately 339,000 FTTP addresses, or more than 50% of the operating territory in Hawaii, including Oahu and the neighbor islands.

In 2023, the Company also invested $70.0 million in Enterprise Fiber products, which includes fiber and IP-based core network technology as well as expenditures for Agile. These investments position the Company to meet increased business and carrier demand within Greater Cincinnati and in the Midwest region. In Hawaii, expenditures are for high-bandwidth data transport products, such as metro-ethernet, including the Southeast Asia to United States ("SEA-US") cable. We continue to evolve and optimize network assets to support the migration of legacy products to new technology, and as of December 31, 2023, the Company has:

- passed commercial addresses with fiber-based services (referred to as a lit address) totaling approximately 36,100 and 24,300 lit addresses in Greater Cincinnati and Hawaii, respectively;
- expanded the fiber network to span more than 16,600 route miles in Greater Cincinnati and 6,500 route miles in Hawaii; and
- provided cell site back-haul services to approximately 90% of the 1,150 cell sites in the Greater Cincinnati market, all of which are lit with fiber, and more than 90% of the 1,065 cell sites in Hawaii, nearly all of which are lit with fiber.

In the first quarter of 2023, the Company acquired fiber network assets from the City of Lawrenceburg for an aggregate purchase price of $3.0 million, and in the third quarter of 2023, the Company acquired fiber network assets from Bridgewired, LLC ("Bridgewired") for an aggregate purchase price of $6.7 million. In the fourth quarter of 2020, the Company entered into a definitive purchase agreement to acquire inter-island submarine and middle-mile terrestrial fiber infrastructure assets in Hawaii owned by the bankruptcy estate of the Paniolo Cable Company, LLC. The Paniolo transaction closed in August 2021 for an amount of $52.3 million, inclusive of transaction costs. The Company's expanding fiber assets allow us to support the ever-increasing demand for data, video and internet devices with speed, agility and security. We believe our fiber investments are a long-term solution for our customers' bandwidth needs.

Operations

As of December 31, 2023, the Company operated two segments: Network and IT Services and Hardware.

The Network segment provides products and services that can be categorized as either Fioptics, Enterprise Fiber or Legacy. The table below demonstrates how our products and services are categorized:

Network			
	Fioptics	**Enterprise Fiber**	**Legacy**
Data	Fiber to the Premise (“FTTP”)	Ethernet (>10Mb) Dedicated Internet Access Wavelength IRU Small Cell SONET (1) Direct Colocation Managed Towers Data Connectivity	DSL (< 10 Mb) (2) DSL (> 10 Mb) DS0 (3), DS1, DS3 TDM (4) Ethernet (<10 Mb) Fiber to the Node (“FTTN”)
Voice	Voice (Fiber)		Traditional Voice Consumer Long Distance Business Long Distance Switched Access Digital Trunking
Video	Television Service		
Other	Connect America Fund support Rural Digital Opportunity Fund support Subsidized Fiber Build Projects		Maintenance Information Services Directory Assistance Advertising Wiring projects

(1) Synchronous Optical Network
(2) Digital Subscriber Line
(3) Digital Signal
(4) Time Division Multiplexing

We classify the products and services of our IT Services and Hardware segment into four distinct practices: Consulting, Cloud, Communications and Infrastructure Solutions. The table below demonstrates how our products and services are categorized:

IT Services and Hardware	
Consulting	IT Staffing Application Services
Cloud	Virtual Data Centers Storage Backup Network Management/Monitoring Security Data Center Cloud Consulting Public Cloud
Communications	Unified Communications as a Services ("UCaaS") Contact Center Software Defined Wide Area Networking ("SD-WAN") Networking Solutions Multi-Protocol Label Switching ("MPLS") Network as a Service ("NaaS")
Infrastructure Solutions	Hardware Software Licenses Maintenance

Network

The Network segment provides products and services such as high-speed internet, data transport, local voice, video and other services. Cincinnati Bell Telephone Company LLC ("CBT"), a subsidiary of the Company, is the incumbent local exchange carrier ("ILEC") for a geography that covers a radius of approximately 25 miles around Cincinnati, Ohio, and includes parts of northern Kentucky and southeastern Indiana. CBT has operated in this territory for over 150 years. In 2022, the Company announced that we will begin doing business as "altafiber" and started our network expansion outside of this territory to provide fiber services to adjacent markets. Voice and data services in the Enterprise Fiber and Legacy categories that are delivered beyond the Company's ILEC territory, particularly in Dayton and Mason, Ohio, are provided through the operations of Cincinnati Bell Extended Territories LLC ("CBET"), a subsidiary of CBT. Hawaiian Telcom, a subsidiary of the Company, is the ILEC for the State of Hawaii and the largest full service provider of communications services and products in that state. Originally incorporated in Hawaii in 1883 as Mutual Telephone Company, Hawaiian Telcom has a strong heritage of over 140 years as Hawaii's communications carrier. Its services are offered on all of Hawaii's major islands, except its video service, which currently is only available on the island of Oahu. On May 2, 2022, the Company acquired Agile, based in Canton, Ohio. Agile leases wireless infrastructure assets to third parties and provides connectivity through hybrid fiber wireless data networks primarily to customers in Ohio and Pennsylvania. On April 17, 2023, the Company acquired OTT. OTT provides network security, data connectivity, and unified communications solutions to commercial and enterprise customers across multiple sectors throughout Ohio and Michigan. The key products and services provided by the Network segment include the following:

Data

The Company's data products include high-speed internet access, data transport and interconnection services. Consumer demand for increased internet speeds is accelerating, and more customers are opting for higher bandwidth solutions. To address this demand, the Company is focused on building out new FTTP addresses as well as overlaying FTTN addresses, enabling these addresses to receive speeds up to one gigabit per second ("Gbps"). FTTP addresses now cover more than 85% of the market in Greater Cincinnati and more than 50% of the market in Hawaii, of which approximately 761,300 and 339,000 addresses are capable of receiving speeds up to one Gbps in Greater Cincinnati and Hawaii, respectively.

As business customers migrate from legacy products and copper-based technology, our metro-ethernet product becomes the access method of choice due to its ability to support multiple applications on a single physical connection. We are also expanding our metro-ethernet platform to deliver services across a wider geography to target business customers beyond our ILEC footprint. The Company's regional network connects Greater Cincinnati, Columbus, and Dayton, Ohio, as well as Indianapolis, Indiana, Chicago, Illinois, and Louisville, Kentucky.

As a result of the acquisition of Hawaiian Telcom, the Company gained access to the SEA-US trans-Pacific submarine cable system connecting Indonesia, the Philippines, Guam, Hawaii and the mainland United States. The system provides an initial 20 Terabytes per second ("Tbps") of capacity using state-of-the-art 100 Gbps technology to accommodate the increase in data consumption.

Voice

Voice represents local service over both copper and fiber. It also includes consumer and business long distance, digital trunking, switched access and other value-added services such as caller identification, voicemail, call waiting and call return.

The Company's voice access lines over copper continue to decrease as its customers have increasingly employed wireless technologies in lieu of wireline voice services ("wireless substitution"), migrated to competitors, or migrated to VoIP services provided by the Company and others.

Customers purchasing traditional long distance service can choose from a variety of long distance plans, which include unlimited long distance for a flat fee, purchase of minutes at a per-minute-of-use rate, or a fixed number of minutes for a flat fee. The Company's long distance lines and related minutes of use have continued to decline as a result of wireless substitution.

Video

In the Greater Cincinnati territory, the Company launched Fioptics in 2009 and initially focused our fiber network investment on densely populated areas, such as apartments and condominiums. Since that time, Fioptics has been deployed over a much broader base and is now available to more than 85% of Greater Cincinnati. As of December 31, 2023, we have 121,500 video subscribers in Greater Cincinnati. Our Fioptics video customers enjoy access to over 400 entertainment channels, including digital music, local, movie and sports programming with over 150 high-definition channels, parental controls, HD DVR and video On-Demand.

In Hawaii, the Company launched its next-generation television service on the island of Oahu in July 2011. The TV service is 100% digital with hundreds of local, national, international and music channels, including high-definition, premium, pay-per-view channels and video on-demand service. TV service has been deployed to 34,100 subscribers in Hawaii as of the end of 2023. The Company expects to launch its TV service on Hawaii's other major islands in mid-2024.

Other

Other revenue consists of revenue generated from wiring projects for business customers, support from the Connect America Fund and Rural Digital Opportunity Fund (see “Regulatory Matters and Competitive Trends” for further discussion of universal service), advertising, directory assistance, maintenance and information services. Beginning in 2021, Other revenue also includes subsidized fiber build project revenue related to extending the Company’s fiber network in the Greater Cincinnati territory subsidized through our UniCity program. Subsidized fiber build project revenue related to extending the Company's fiber network in Hawaii subsidized through a customer contract is included in Other revenue beginning in 2022.

IT Services and Hardware

The IT Services and Hardware segment provides a full range of managed IT solutions, telephony and IT equipment sales, and professional IT staffing services. These services and products are provided through the Company's subsidiaries in various geographic areas throughout the U.S., Canada, Europe and India. By offering a full range of Infrastructure Solutions in addition to Cloud, Communications and Consulting services, the IT Services and Hardware segment provides end-to-end IT solutions designed to reduce cost and mitigate risk while optimizing performance for its customers.

The key products and services provided by the IT Services and Hardware segment include the following:

Consulting

The Company's consulting services offerings consist of IT staffing and project-based engagements, including engineering and installation of voice, connectivity and IT technologies, development of digital application solutions and staff augmentation by highly skilled and industry-certified technical resources. Engagements can be short-term IT implementation and project-based work as well as longer term staffing and permanent placement assignments. The Company utilizes a team of experienced recruiting and hiring personnel to provide its customers with a wide range of skilled IT professionals. These professionals are comprised of employees and contractors located in the U.S., Canada, Europe and India.

Communications

The Company offers a complete portfolio of hosted solutions that include converged IP communications platforms of data, voice, video and mobility applications. We offer our customers expert management for all hardware and software components, including maintenance contracts and service level agreement ("SLA") based services. Fully hosted and managed, these voice platforms and applications can also be delivered as a service for a monthly utility fee allowing our customers to scale without a large capital investment.

The solutions offered in the Communications practice include UCaaS, SD-WAN, NaaS, Contact Center and other Networking Solutions. UCaaS provides a portfolio of solutions that includes VoIP, room-based video, mobile solutions, chat/presence, messaging, web conferencing, audio conferencing, social media, contact center solutions, and more in order to serve a customer's collaboration needs. Cloud delivered SD-WAN is a revolutionary, agile platform to deploy, manage and monitor hybrid public, private, wireline and wireless networks. NaaS is a fully managed networking solution with cloud integration, security, switching, Wi-Fi, management, monitoring and SD-WAN. Our Contact Center offering features speech-enabled Interactive Voice Response ("IVR"), call-back services, call analytics and surveys, speech analytics, alerts and notification, and improved customer satisfaction and productivity. Additionally, we manage the maintenance of a large base of customers with traditional voice systems as well as converged VoIP systems under Networking Solutions.

Cloud

Virtual data center ("VDC") is a robust and scalable virtual infrastructure consisting of equipment, security, people and processes. This offering is provided in three different models - private cloud, dedicated cloud or public cloud - and provides customers with either a long-term or a short-term flexible solution that is fully managed by the Company and monitored around the clock from its Enterprise Network Operations Center ("ENOC").

Storage is a flexible, on-demand solution that enables businesses to eliminate capital expenditures and ongoing asset management with SLA-based services. The Company offers Tier I, Tier II and Tier III storage to meet its customers' availability, accessibility, protection, performance and capacity needs.

Backup is a scalable solution that allows businesses to eliminate capital outlay and ongoing equipment management with SLA-based services and includes virtual data center, hardware, software, monitoring and support.

The Company provides SLA-based monitoring and management services utilizing its ENOC. The ENOC includes highly certified engineers and operation experts that proactively monitor and manage our customers’ technology environments and applications. Standalone monitoring services provide customers with scheduled and automatic checks of customers' servers, routers, switches, load balancers and firewalls. We also provide customers with advance trouble shooting, repair and changes of customers' servers, routers, switches, load balancers and other network devices from our ENOC. These services can be provided to customers with equipment provided by the Company or customer-owned equipment and do not have geographical constraints. Services can be purchased individually or bundled by combining multiple products, services, and assets into a utility or service model.

Infrastructure Solutions

The Company maintains premium resale relationships and certifications with a variety of branded technology vendors which allows it to competitively sell, architect and install a wide array of telecommunications and IT infrastructure equipment to meet the needs of its customers.

Sales and Distribution Channels

The Company's Network segment utilizes a number of distribution channels to acquire customers. As of December 31, 2023, the Company operated seven retail stores in the Greater Cincinnati area and one retail store in Dayton, Ohio to market and distribute our Fioptics suite of products. The Company works to locate retail stores in high traffic but affordable areas, with a distance between each store that considers optimal returns per store and customer convenience. The Company also offers fully-automated, end-to-end web-based sales of various other Company services and accessories for both the Cincinnati operating territory and the Hawaii operating territory. In addition, the Company utilizes a call center, as well as a door-to-door sales force, to target the sale of our consumer products to residents.

For both operating segments, we utilize a business-to-business sales force and a call center organization to reach business customers in our operating territories. Larger business customers are supported by sales account representatives and solution architects located in our branch offices across the U.S., Canada and Europe that understand the customer's technology needs and recommend Company-offered solutions. Smaller business customers are supported through a telemarketing sales force, customer representatives and store locations.

The IT Services and Hardware segment utilizes an indirect distribution channel to sell services, primarily focused on Communications. Compensation to the distributor is success-based and typically involves a residual payment based on revenue from customers.

Suppliers and Product Supply Chain

The Company generally subjects purchases to competitive bids and selects its vendors based on price, service level, delivery terms, quality of product and terms and conditions.

The Network segment's primary purchases are for video content, network equipment, software, fiber cable and contractors to maintain and support the growth of the fiber network. The Company maintains facilities and operations for storing cable and other equipment, product distribution and customer fulfillment.

The Company purchases some of its programming directly from the program networks by entering into affiliation agreements with the programming suppliers. The Company also benefits from membership with the National Cable Television Cooperative ("NCTC"), which enables us to take advantage of volume discounts. As of December 31, 2023, approximately 70% of Cincinnati's programming was sourced from the NCTC and approximately 50% of Hawaiian Telcom's programming was sourced from the NCTC.

The IT Services and Hardware segment primarily purchases IT and telephony equipment that is either sold to a customer or used to provide service to the customer. The Company is a certified distributor of leading technology and software solutions including, but not limited to, Cisco, Hewlett-Packard, Dell and IBM. Most of this equipment is shipped directly to the customer from vendor locations, but the Company does maintain warehouse facilities for replacement parts and equipment testing and staging.

In addition, we have long-term commitments to outsource various services, such as certain information technology functions, cash remittance and accounts payable functions, call center operations and maintenance services.

Competition

The telecommunications industry is competitive, and the Company competes against larger, well-capitalized national providers.

The Network segment faces competition from other local exchange carriers, wireless service providers, inter-exchange carriers, as well as cable, broadband, internet and fixed wireless service providers. The Company has lost, and will likely continue to lose, access lines as a portion of the customer base migrates to competitive wireline or wireless providers in lieu of the Company's services. Wireless providers, particularly those that provide unlimited wireless service plans with no additional fees for long distance, offer customers a substitution service for the Company's local voice and long-distance services. The Company believes wireless substitution and competition is the reason for the largest portion of the Company's access line and long-distance line losses.

Our Fioptics and Enterprise Fiber products also face intense competition from cable operators, other telecom companies and niche fiber companies. Many of our competitors have lower operating costs and access to resources that provide economies of scale that allow them to more aggressively price products, as well as provide products on a much broader scale given their expanded geographic operations. Our competitors continuously upgrade their service quality and offerings which could substantially erode the competitive advantage we currently have with our fiber-based products. These competitive factors could limit the Company's ability to grow revenue and cash flows despite the strategic initiatives implemented.

The Company's video product also faces competition from a number of different sources, including companies that deliver movies, television shows and other video programming over broadband Internet connections. Increasingly, content owners are utilizing Internet-based delivery of content directly to consumers, some without charging a fee for access to the content.

Furthermore, due to consumer electronics innovations, consumers are able to watch such Internet-delivered content on television sets and mobile devices. Increased customer migration to these non-traditional entertainment products could result in increased churn and decreased penetration for video; however, this trend could also drive increased demand for our high-speed internet product.

The IT Services and Hardware segment competes against numerous information technology consulting, web-hosting, and computer system integration companies, many of which are larger in scope and well-financed. The Company believes that participants in this market must grow rapidly and achieve significant scale to compete effectively. Other competitors may consolidate with larger companies or acquire software application vendors or technology providers, enabling them to more effectively compete. This consolidation could affect prices and other competitive factors in ways that could impede the ability of these businesses to compete successfully in the market. In addition, as more customers migrate to the public cloud, we expect to see declines in the demand for Infrastructure Solutions. However, this trend could provide an opportunity in Consulting, Communications and Cloud Services as the Company has IT professionals that can assist customers through this migration to the public cloud.

Customers

The Company had no customers whose revenue comprised greater than 10% of total revenue for the years ended December 31, 2023 and 2022 and the combined Predecessor and Successor periods included within 2021. As of December 31, 2023 and 2022, Verizon Communications Inc. (“Verizon”) comprised 23% and 21% of consolidated accounts receivable, respectively. The accounts receivable with Verizon are significant to the Company, but the associated revenue does not exceed 10% of total revenue as a result of the application of ASC 606 and management’s conclusion that for hardware transactions we act as the agent and, as a result, record revenue net of the cost of product.

Employees and Human Capital Resources

At December 31, 2023, the Company had approximately 5,300 employees. Approximately 23% of its employees are covered by collective bargaining agreements. Approximately 12% of total employees are covered by a collective bargaining agreement with the Communications Workers of America (“CWA”), which is affiliated with the AFL-CIO, and approximately 11% of total employees are covered by a collective bargaining agreement with the International Brotherhood of Electrical Workers (IBEW) Local 1357. The collective bargaining agreements with the CWA and IBEW are effective until the second quarter of 2026 and third quarter of 2028, respectively.

The Company knows that our people are our most valuable assets and is committed to investing in them and their success. We have developed various programs and practices to support, develop and care for our employees throughout their careers with the Company.

Diversity, Equity and Inclusion – The Company believes in the transformative power of connectivity, and we believe connections are made stronger when we embrace the diversity in our employees. It is our mission to create an environment that celebrates the unique qualities of those around us and empowering all employees to reach their full potential. We are committed to employing diversity and inclusion efforts that align with our values, such as talent development and progressive hiring practices which will help drive increased representation of underrepresented groups across the organization. In addition, we are committed to developing fair systems, procedures and resource distribution to ensure that we create equitable opportunities for all employees. The Company has dedicated staff focused on diversity, equity and inclusion efforts throughout the organization.

Professional Development – Investing in the development of our people is a core value of the Company. As a result, the Company continually seeks to offer new and innovative ways to provide development opportunities to our employees throughout their careers including, but not limited to, on-demand training for both professional and industry-specific skills through our intranet site, certification programs to encourage employees to develop and enhance skills, technical talent programs to provide technical leadership and define job enrichment opportunities across the organization and leadership development programs to enable employees to grow and progress on the leadership path.

Employee Engagement – The Company seeks to create and communicate engagement opportunities for all employees for increased development and retention through surveys, periodic town hall meetings with leadership and other forms of direct employee feedback. In addition, the Company sponsors several resource groups which we believe are the cornerstone for personal and professional enrichment and are also integral to the exploration of diversity and inclusion in our workplace. Employees are encouraged to partner with the Company to pursue areas of passion including community outreach activities and volunteer programs.

Safety – The Company is focused on establishing safety as a core value among employees with the primary goal that every employee returns home safely at the end of the day. This applies not only to our field technicians and warehouse personnel but also to our employees working in an office environment. As a result, the Company has hired additional staff to increase safety training, observe and assist in building our overall safety culture.

Compensation and Benefits – The Company is committed to rewarding and supporting our employees, and therefore, we offer a comprehensive compensation program that includes market-competitive pay, healthcare benefits, a retirement savings plan, tuition reimbursement programs, and paid time off and family leave. Additionally, employees have the benefit of working a hybrid schedule that provides flexibility to engage with others in the office as well as the ability to work from home on certain days of the week.

Item 1A. Risk Factors

In addition to the other information contained in this Form 10-K, the following risk factors should be considered carefully in evaluating us. Our business, financial condition, liquidity or results of operations could be materially affected by any of these risks.

Risks Related to Our Business, Operations and Industry

Volatile geopolitical turmoil, including popular uprisings, regional conflicts, terrorism and war could result in market instability, which could negatively impact our business results.

The Company primarily provides our services in the United States of America and Canada, but certain outsourced operations are located in Taiwan and India as well as to a lesser extent in other countries located in Europe and Asia. Additionally, vendors that the Company sources from are global in nature. Recent escalation in regional conflicts, including the Russian invasion of Ukraine, which resulted in economic sanctions, and the risk of increased tensions between China and Taiwan, could limit the Company's ability to source goods and services and could result in closure of our vendors' facilities in sanctioned countries. In addition, international conflict has resulted in: increased pressure on the supply chain, which has led to increased energy costs, and could result in further increased energy costs, which could continue to increase utility expense and transportation costs; inflation, which could result in increases in the cost to provide services, increased capital spend for the continued expansion of the network, decreased customer purchasing power, and increased price pressure; increased risk of cybersecurity attacks; and market instability, which could adversely impact financial results.

Global health crises, such as the COVID-19 pandemic, have had an impact on the Company's supply chain and could have a material impact on our customers and our vendors, which could adversely impact our business results and financial condition.

The continued evolution of COVID-19 and its variants, as well as periodic spikes in infection rates, local outbreaks in the geographies in which the Company operates or third-party providers or vendor sites are located, even with safety measures and vaccination requirements in place, could cause additional disruptions to Company operations or those of our providers or vendors. In 2021, the Company experienced disruptions with certain of our third-party vendors, including those who provide many of our information technology, call center functions, and certain accounting functions. In 2022 and 2023, disruptions experienced by Company were limited in nature and considered to have a nominal impact on operations. The COVID-19 pandemic has led to global supply chain challenges, which have adversely impacted our ability to procure certain inventory and, if such inventory procurement challenges continue, could impact our ability to execute the capital build plan for our fiber network and thereby cause delays in delivery of our services and solutions to our customers in both of our operating segments. The Company has also experienced increased labor and material costs with certain third-party providers that are contracted to support and perform activities associated with the build-out of our fiber network resulting in a negative impact to business results and operations. As new variants of the virus appear, especially variants that are more easily spread, cause more serious outcomes, or are resistant to existing vaccines, new health orders and safety protocols could further impact operations. These factors could materially increase our costs, negatively impact our consumer and business sales and damage the Company's financial condition, results of operations, cash flows and liquidity position, possibly to a significant degree.

Our commitment to Net Zero emissions in company operations by 2040 will be subject to significant costs and regulations which could impact our business operations, processes, and reputation.

In October 2022, the Company disclosed its commitment to achieving net zero Scope 1 and Scope 2 emissions by December 31, 2040 with an interim target by December 31, 2030. The Company plans to meet this commitment by reducing energy consumption through network, facility and fleet efficiency and conservation measures; investments in renewable energy; and adoption of electric vehicles in our fleet. Beginning in 2023 and continuing in 2024, the Company started to inventory and screen its Scope 3 emissions to determine reduction and engagement targets across the most relevant, impactful categories.

Our work on a comprehensive climate action plan to achieve a 40% emission reduction by 2030 is ongoing, and overall cost and operation implications are unknown at this time. The achievement of our targets may require significant operational expense and capital improvements. Additionally, the achievement of our climate action plan involves requiring customers to migrate to our fiber optic network and away from our legacy copper network, which runs a risk of customer dissatisfaction and potentially adversely impacting our revenue and profitability.

If we are unable to sufficiently reduce Scope 1 and Scope 2 emissions through energy reduction measures and investments in renewable energy, we may fail to achieve our net zero emission commitments by December 31, 2030 and December 31, 2040. Failing to achieve the Company’s net zero or science-based targets commitments could result in investor, customer or public dissatisfaction and damage to our reputation.

The Company operates in highly competitive industries, and customers may not continue to purchase products or services, which would result in reduced revenue and loss of market share.

The telecommunications industry is very competitive, and the Company competes against larger, well-capitalized national providers. Competitors may reduce pricing, create new bundled offerings, or develop new technologies, products or services that they can offer in expanded geographic regions. Our competitors are expected to continuously upgrade their service quality and offerings. If the Company cannot continue to offer reliable, competitively priced, value-added services, or if the Company does not keep pace with technological advances and upgrades, competitive forces could adversely affect it through a loss of market share or a decrease in revenue and profit margins.

The Network segment faces competition from other local exchange carriers, wireless service providers, inter-exchange carriers, cable, broadband and internet service providers, other telecom companies, niche fiber companies and companies that deliver movies, television shows and other video programming over broadband Internet connections. Wireless providers, particularly those that provide unlimited wireless voice and data plans with no additional fees for long distance, offer customers a substitution for the Company’s services. The Company believes wireless substitution accounts for the largest portion of its access line losses. Also, cable competitors that have existing service relationships with the Company's customers in the Network segment offer substitution services, such as VoIP and long distance voice services in the Company's operating areas. As a result of wireless substitution and increased competition, legacy voice lines decreased by 15% and 13% in Cincinnati and Hawaii, respectively, in 2023 compared to 2022.

In addition, our strategic products, particularly our fiber-based products, face competition from a number of different sources including cable operators, other telecom companies, niche fiber companies, and companies that deliver movies, television shows and other video programming over broadband Internet connections. Increasingly, content owners are utilizing Internet-based delivery of content directly to consumers, some without charging a fee for access to the content. Furthermore, due to consumer electronics innovations, consumers are able to watch such Internet-delivered content on television sets and mobile devices. Increased customer migration to these non-traditional entertainment products could result in increased churn and decreased penetration in our Consumer/SMB Fiber products. If the Company is unable to effectively implement strategies to attract and retain video and high-speed internet subscribers, retain access lines and long distance subscribers, or replace such customers with other sources of revenue, the Company's Network segment will be adversely affected.

The IT Services and Hardware segment competes against numerous other information technology consulting, web-hosting, and computer system integration companies, many of which are large in scope and well-financed. Other competitors may consolidate with larger companies or acquire software application vendors or technology providers, which may provide competitive advantages. The Company believes that many of the participants in this market must grow rapidly and achieve significant scale to compete effectively. This consolidation could affect prices and other competitive factors in ways that could impede our ability to compete successfully in the market. The competitive forces described above could adversely affect the Company’s IT Services and Hardware segment and have a material adverse impact on the Company’s business, financial condition, results of operations and cash flows.

The Company may be unable to grow its revenues and cash flows despite the initiatives it has implemented.

We must produce adequate revenues and cash flows that, when combined with cash on hand and funds available under our revolving credit facilities, will be sufficient to service our debt, fund our capital expenditures, and fund our pension and other employee benefit obligations. We have identified some potential areas of opportunity and implemented several growth initiatives. We cannot be assured that these opportunities will be successful or that these initiatives will improve our financial position or our results of operations. The outbreak of COVID-19 has, and may continue to, negatively impact these opportunities and require us to incur additional related costs such as overtime wages for employees that are working additional hours to offset employees that are following quarantine protocol for field technicians and customer facing employees.

If the Company's goodwill, indefinite-lived intangible assets or long-lived assets become impaired, the Company may be required to record significant charges to earnings.

The Company has a substantial amount of goodwill, intangible assets and long-lived assets on its balance sheet. The Company reviews goodwill, indefinite-lived intangible assets and long-lived assets for impairment annually or whenever events or circumstances indicate impairment may have occurred. The impairment evaluation requires significant judgment and estimates by management, and unfavorable changes in these assumptions or other factors could result in future impairment charges and have a significant adverse impact on the Company's reported earnings. Such factors include operating performance of the business, the execution of the Company's network build plan, growth of consumer and business activations, higher than anticipated churn, changes in customer behavior post-pandemic, ability of the infrastructure practice to obtain product on a timely basis, changes in discount rates, or other key business initiatives. Additionally, the value of comparable companies may also impact the fair value of our reporting units, which could result in a write-down of goodwill and reduction to net income.

For further information on Cincinnati Bell's evaluation of impairment for goodwill, indefinite-lived intangible assets and long-lived assets, see "Critical Accounting Policies and Estimates" under Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations.

Failure to anticipate the need to introduce new products and services or to compete with new technologies may compromise the Company's success in our industries.

The Company's success depends, in part, on being able to anticipate the needs of current and future business, carrier and consumer customers. The Company seeks to meet these needs through new product introductions, service quality and technological improvements. New products and services are important to the Company's success because our industry is technologically driven, such that new technologies can offer alternatives to the Company's existing services. If our new products and services fail to gain acceptance in the marketplace, or if costs associated with the implementation and introduction of these new products and services materially increase, it could have a material adverse effect on the Company's revenue, results of operations, financial condition and cash flows.

The Company's access lines, which generate a significant portion of its cash flows and profits, are decreasing in number. If the Company continues to experience access line losses similar to the past several years, its revenues, earnings and cash flows from operations may be adversely impacted.

The Company generates a significant portion of its revenues by delivering voice and data services over access lines. The Company's local telecommunications subsidiaries have experienced substantial access line losses over the past several years due to a number of factors, including wireless and broadband substitution and increased competition. The Company expects access line losses to continue into the foreseeable future. Failure to retain access lines without replacing such losses with an alternative source of revenue would adversely impact the Company's revenues, earnings and cash flow from operations.

The Company has provided alternative sources of revenue by way of its strategic products; however, these products may generate lower profit margins than its traditional services. In addition, as a larger portion of our customer base has already migrated to these new product offerings, a decreased growth rate of strategic products can be expected. Moreover, we cannot provide assurance that the revenues generated from our new offerings will mitigate revenue losses from the reduced sales of our legacy products or that our new strategic offerings will be as successful as anticipated.

Negotiations with the providers of content for our video programming may not be successful, potentially resulting in our inability to carry certain programming channels, which could result in the loss of subscribers. In addition, due to the influence of some content providers, we may be forced to pay higher rates for some content resulting in increased costs.

We must negotiate with the content owners of the programming that we carry. These content owners are the exclusive provider of the channels they offer. If we are unable to reach a mutually-agreed upon contract with a content owner, our existing agreements to carry this content may not be renewed, resulting in the blackout of these channels. The loss of content could result in our loss of customers who place a high value on the particular content that is lost. In addition, many content providers own multiple channels. As a result, we typically have to negotiate the pricing for multiple channels rather than one, and carry and pay for content with which customers do not associate much value, in order to have access to other content with which customers do associate value. Some of our competitors have materially larger scale than we do and may, as a result, be better positioned than we are in such negotiations. As a result of these factors, the expense of content may continue to increase and have a material adverse impact on the Company’s results of operations and cash flows.

Maintaining the Company's telecommunications networks requires significant capital expenditures, and the Company's inability or failure to maintain its telecommunications networks could have a material impact on the Company’s market share and ability to generate revenue.

Over the past several years, the Company has improved its wireline network through increased capital expenditures for fiber optic cable in areas of its operating network. The Company intends to continue its capital expenditures for fiber optic cable.

In order to provide appropriate levels of service to the Company's customers, the network infrastructure must be protected against damage from human error, natural disasters, unexpected equipment failure, power loss or telecommunications failures, terrorism, sabotage or other intentional acts of vandalism. The Company's networks may not address all of the problems that may be encountered in the event of a disaster or other unanticipated problems, which may result in disruption of service to customers.

The Company may also incur significant additional capital expenditures as a result of unanticipated developments, regulatory changes and other events that impact the business.

The Company's failure to meet performance standards under its agreements could result in customers terminating their relationships with the Company or customers being entitled to receive financial compensation, leading to reduced revenues and/or increased costs.

The Company’s agreements with its customers contain various requirements regarding performance and levels of service. If the Company fails to provide the levels of service or performance required by its agreements, customers may be able to receive financial compensation or may be able to terminate their relationship with the Company. In order to provide these levels of service, the Company is required to protect against human error, natural disasters, equipment failure, power failure, sabotage and vandalism, and have disaster recovery plans available in the event of disruption of service. The failure to address these or other events may result in a disruption of service. In addition, any inability to meet service level commitments or other performance standards could reduce the confidence of customers. Decreased customer confidence could impair the Company’s ability to attract and retain customers, which could adversely affect the Company’s ability to generate revenues and operating results.

The Company generates a substantial portion of revenue by serving a limited geographic area.

The Company generates a substantial portion of revenue by serving customers in Cincinnati, Ohio, Dayton, Ohio and the islands of Hawaii. An economic downturn or natural disaster occurring in any of these limited operating territories would have a disproportionate effect on the Company’s business, financial condition, results of operations and cash flows compared to similar companies of a national scope and similar companies operating in different geographic areas. Furthermore, because of Hawaii’s geographic isolation, the successful operation and growth of the business in Hawaii is dependent on favorable economic and regulatory conditions in the state.

The customer base for telecommunications services in Hawaii is small and geographically concentrated. The population of Hawaii is approximately 1.4 million, approximately 70% of whom live on the island of Oahu. Any adverse economic conditions affecting Oahu, or Hawaii generally, could materially impair our ability to operate our business. Labor shortages or increased labor costs in Hawaii could also have an adverse effect on our business. In addition, we may be subject to increased costs for goods and services that we are unable to control or defray as a result of operating in this limited territory. Increased expenses including, but not limited to, energy and health care have adversely impacted operations due to rising costs and could continue to have an adverse effect on our business and results of operations if these costs continue to rise.

One large customer accounts for a significant portion of the Company's accounts receivable. The loss or significant reduction in business from this customer would cause operating results to decline and could negatively impact profitability and cash flows.

As of December 31, 2023 and 2022, Verizon Communications Inc. ("Verizon") comprised 23% and 21% of consolidated accounts receivable, respectively. As a result of these concentrations, the Company's results of operations and financial condition could be materially affected if the Company lost this customer or if products and services purchased were significantly reduced. In addition, if Verizon were to default on its accounts receivable obligations, the Company would be exposed to potentially significant losses in excess of the provisions established. This would also negatively impact the available borrowing capacity under the Company's CBTS Receivables Facility (defined below).

Increases in broadband usage may cause network capacity limitations resulting in service disruptions or reduced capacity for customers.

Video streaming services and peer-to-peer file sharing applications use significantly more bandwidth than traditional internet activity, such as web browsing and email. As utilization rates and availability of these services continue to grow, our high-speed internet customers may use much more bandwidth than in the past. If this continues to occur and our existing network capacity becomes unable to handle the increased demand, we could be required to make significant capital expenditures to increase network capacity in order to avoid service disruptions or reduced capacity for customers. We may not be able to recover the costs of the necessary network investments. This could result in an adverse impact to our results of operations and financial condition.

An IT and/or network security breach or cyber-attack may lead to unauthorized use or disabling of our network, theft of customer data or other sensitive data, unauthorized use or publication of our confidential business information and could have a material adverse effect on our business.

Cyber-attacks and other breaches of network or information technology security could have an adverse effect on our business. Our business relies on the integrity and availability of our technology infrastructure and systems and the processes that deliver services to our customers and business partners. The security of data we create or collect is also important to our customers, business partners and stakeholders.

We have a comprehensive security program in place designed to mitigate risks to our business from:

- Physical and personnel security threats;
- Data breaches involving customer, employee and other confidential data;
- Malware, including ransomware;
- Denial of service threats;
- Unauthorized changes to technology systems and data;
- Fraud;
- Hacking, including nation-state sponsored attacks on critical infrastructure;
- Unauthorized or unintentional actions by third parties;
- Compliance failures;
- Disasters and business continuity events; and
- Misuse of our systems, products and services.

Although we take proactive and reasonable steps to address these risks, including the use of insurance, we understand that physical and cyber security incidents are possible and could have a material effect to our businesses. Costs associated with a major security incident could include material retention incentives offered to existing customers or business partners, lost revenues from business interruption, litigation and damage to our reputation, fines from regulatory authorities, and increased expenditures for technology, security measures, and incident response. These costs or any prolonged disruption to our business operations could result in a material adverse effect on our results and financial condition. To date, we have not experienced any material security incident and continue to evaluate security risks to our businesses. We proactively review our security posture and adopt new control measures that address current and future physical and cyber security threats.

Cyber-attacks or security breaches at third parties providing critical services or with access to or possession of sensitive data could also adversely impact business operations or result in regulatory actions, loss of customers, legal fees or increased costs, associated with incident response beyond current insurance limits. Cyber-attacks of technology that is used in the organization's supply-chain to provide network and IT services or that are resold to customers could also have the same adverse impacts.

Weather conditions, natural disasters, terrorist acts or acts of war could cause damage to our infrastructure and result in significant disruptions to our operations.

Our business operations are subject to interruption by natural disasters, power outages, terrorist attacks, and other political instability, such as the current conflict between Russia and Ukraine and the escalation of the conflict in the Middle East related to the Israel-Hamas war, and events beyond our control. Such events could cause significant damage to our infrastructure resulting in degradation or disruption of service to our customers. The potential liabilities associated with these events could exceed the insurance coverage we maintain. Our system redundancy may be ineffective or inadequate, and our disaster recovery planning may not be sufficient for all eventualities. These events could also damage the infrastructure of suppliers that provide us with the equipment and services we need to operate our business and provide products to our customers. A natural disaster or other event causing significant physical damage could cause us to experience substantial losses resulting in significant recovery time and expenditures to resume operations as well as lost revenues from business interruption as well as damage to our reputation.

In particular, from time to time, the islands of Hawaii experience severe weather conditions such as high winds and heavy rainfall and natural disasters such as earthquakes, volcanic eruptions and tsunami, which can overwhelm our employees, disrupt our services and severely damage our property. Such disruptions in service and damage to property could materially harm our business, financial condition, results of operations or liquidity. Moreover, it is impossible to predict the extent to which climate change could cause extreme weather conditions to become more frequent or more extreme.

Damaging wildfires occurring on the Hawaiian islands of Maui and Hawaii have caused damage to our infrastructure and adversely affected, and could continue to adversely affect, our operations.

Beginning on August 8, 2023, wildfires ignited on Maui and Hawaii islands. The fires caused damage to Lahaina town on the island of Maui and the surrounding area, including physical loss and damage to certain of the Company's fiber and copper assets and Company owned equipment located on customer premises. The Company experienced the loss of business income immediately following the fires and expects to continue to experience loss of income for an unknown amount of time.

It is also likely that the Maui economy will be adversely impacted by the damage caused by the fires in Lahaina which will likely have a negative impact on the tourism industry in west Maui. The Company continues to evaluate the extent of the damage to its property and equipment and initiated claims with its insurance carriers in the fourth quarter of 2023 and will continue to pursue claims in 2024. There can be no assurance that the Company's insurance coverage will fully compensate the Company for its losses incurred in connection with the fire and related devastation, including the replacement cost of the equipment lost in the fire or the loss in revenue from the households that have been impacted by the fires. The Company could experience losses in excess of our insured limits, and further, claims for certain losses could be denied or subject to deductibles or exclusions under our insurance policies.

The Company depends on a number of third-party providers and the loss of or problems with one or more of these providers may impede the Company's growth, cause it to lose customers or materially and adversely impact its business, financial condition, and results of operations.

The Company depends on third-party providers to supply products and services. For example, many of the Company's information technology, call center functions and certain accounting functions are performed by third-party providers, and network equipment is purchased from and maintained by vendors, some of which providers and vendors are located outside of the United States. Additionally, certain installation services sold by our IT Services and Hardware segment are performed by third-party providers.

Events that adversely impact our third-party providers could impair our ability to obtain adequate and timely services or supplies. Such events include, among others, difficulties or problems associated with our third party providers' business, the financial instability and labor problems of third party providers, natural or man-made disasters, inclement weather conditions, war, acts of terrorism and other political instability, such as the current conflict between Russia and Ukraine, economic conditions, shipment issues, and increased production costs. Our third-party providers may be forced to reduce their production, shut down their operations or file for bankruptcy. The occurrence of one or more of these events could impact our ability to get necessary inventory to build the fiber network, result in disruptions to our operations, increase our costs and decrease our profitability.

As a result of the COVID-19 pandemic and its effects on our suppliers around the world, we have experienced shortages of certain inventory and capital assets, price increases and delays to the delivery of materials that have adversely impacted the Company's financial condition and operations. The ultimate impact of these adverse events is unknown as of the date of this filing and will be determined based on the duration of these shortages of certain inventory items and the ability of third parties to meet the demand. Additionally, we could be materially adversely impacted, including from any disruption to critical vendor services or losses of business, if any of our suppliers face significant business disruptions as a result of COVID-19 and its variants, or any similar outbreak.

A failure of back-office information technology systems could adversely affect the Company's results of operations and financial condition.

The efficient operation of the Company's business depends on back-office information technology systems. The Company relies on back-office information technology systems to effectively manage customer billing, business data, communications, supply chain, order entry and fulfillment and other business processes. A failure of the Company's information technology systems to perform as anticipated could disrupt the Company's business and result in a failure to collect accounts receivable, transaction errors, processing inefficiencies, and the loss of sales and customers, causing the Company's reputation and results of operations to suffer. In addition, information technology systems may be vulnerable to damage or interruption from circumstances beyond the Company's control, including fire, natural disasters, systems failures, security breaches and viruses. Any such damage or interruption could have a material adverse effect on the Company's business.

We may be liable for the material that content providers distribute over our networks.

The law relating to the liability of private network operators for information carried on, stored or disseminated through their networks is still unsettled. As such, we could be exposed to legal claims relating to content disseminated on our networks. Claims could challenge the accuracy of materials on our network or could involve matters such as defamation, invasion of privacy or copyright infringement. If we need to take costly measures to reduce our exposure to these risks or are required to defend ourselves against such claims, our financial results would be negatively affected.

Our ability to attract and retain qualified personnel could disrupt our business and affect the Company's ability to meet key financial and business objects.

Our future success depends partly on the continued service of the Company's key engineering, sales, marketing, IT, executive and administrative personnel. We believe our pay levels are competitive within the regions in which we operate. However, labor shortages, inflationary pressure on wages, and increased attrition have intensified competition for talent in most fields across the geographic areas in which we operate, and it may become more difficult to retain key employees. If we fail to retain key personnel and are unable to hire highly qualified replacements, we may not be able to meet key objectives, such as meeting financial goals and maintaining or expanding the business.

If the Company fails to extend or renegotiate its collective bargaining agreements with its labor unions when they expire, or if the Company's unionized employees were to engage in a strike or other work stoppage, the Company's business and operating results could be materially harmed.

The Company is a party to collective bargaining agreements with its labor unions in both the Cincinnati and Hawaii operating territories, which represent approximately 23% of the Company's employees. No assurance can be given that the Company will be able to successfully extend or renegotiate its collective bargaining agreements in the future. If the Company fails to extend or renegotiate its collective bargaining agreements, if disputes with its union arise, or if its unionized workers engage in a strike or a work stoppage, the Company could experience a significant disruption of operations or incur higher ongoing labor costs, either of which could have a material adverse effect on the Company's business. The collective bargaining agreements with the Communications Workers of America and the International Brotherhood of Electrical Workers Local 1357 are effective until the second quarter of 2026 and third quarter of 2028, respectively.

Risks Related to Our Indebtedness

The Company's debt could limit its ability to fund operations, raise additional capital, and fulfill its obligations, which, in turn, would have a material adverse effect on the Company's businesses and prospects generally.

In connection with the Merger, in September 2021, the Company entered into a new Credit Agreement (the "Credit Agreement") and terminated the Company's existing corporate credit agreement. The Credit Agreement was subsequently amended in November 2021 and provides for (i) a five-year $400 million senior secured revolving credit facility including both a letter of credit subfacility of up to $40 million and a swingline loan subfacility of up to $10 million (the "Revolving Credit Facility"), (ii) a seven-year $500 million senior secured term loan facility (the "Term B-1 Loans"), and (iii) a seven-year $650 million senior secured term loan facility (the "Term B-2 Loans" and together with the Term B-1 Loans, the "Term Loans"). In May 2023, the Company entered into an Incremental Amendment to the Credit Agreement (the "Incremental Amendment") to provide for the incurrence of a new tranche of $200.0 million senior secured term loans (the "Term B-3 Loans"). The Revolving Credit Facility matures in September 2026, and the Term Loans mature in November 2028. Borrowings under the Term Loans were used in part to refinance existing Company indebtedness and for working capital and general corporate purposes. At December 31, 2023, there were $152.5 million outstanding borrowings under the Revolving Credit Facility, leaving $247.5 million available.

The Company's debt has important consequences, including the following:

- the Company is required to use a substantial portion of its cash flow from operations to pay principal and interest on our debt, thereby reducing the availability of cash flow to fund working capital, capital expenditures, strategic acquisitions, investments and alliances, and other general corporate requirements;
- there is a variable interest rate on a portion of its debt which will increase if the market interest rates increase;
- the Company's debt increases its vulnerability to adverse changes in the credit markets, which adverse changes could increase the Company's borrowing costs and limit the availability of financing;
- the Company's debt service obligations limit its flexibility to plan for or react to changes in its business and the industries in which it operates;
- the Company's level of debt and shareowners' deficit may restrict it from raising additional financing on satisfactory terms to fund working capital, capital expenditures, strategic acquisitions, investments and alliances, and other general corporate requirements; and
- the Company's debt instruments contain limitations on the Company and require the Company to comply with specified financial ratios and other restrictive covenants. Failure to comply with these covenants, if not cured or waived, could limit availability to the cash required to fund the Company's operations and general obligations and could result in the Company's dissolution, bankruptcy, liquidation or reorganization.

The Company's Credit Agreement and other indebtedness impose significant restrictions on the Company.

The Company's debt instruments impose, and the terms of any future debt may impose, operating and other restrictions on the Company. These restrictions affect, and in many respects limit or prohibit, among other things, the Company's ability to:

- incur additional indebtedness;
- create liens;
- make investments;
- enter into transactions with affiliates;
- sell assets;
- guarantee indebtedness;
- declare or pay dividends or make other distributions to shareholders;
- repurchase equity interests;
- enter into agreements that restrict dividends or other payments from subsidiaries;
- issue or sell capital stock of certain of our subsidiaries;
- consolidate, merge, or transfer all or substantially all of our assets and the assets of our subsidiaries on a consolidated basis; and
- change our fiscal year.

The Credit Agreement also requires the Company to achieve and maintain compliance with specified financial ratios.

The restrictions contained in the terms of the Credit Agreement and our other debt instruments could:

- limit the Company's ability to plan for or react to market conditions or meet capital needs or otherwise restrict the Company's activities or business plans; and
- adversely affect the Company's ability to finance our operations, strategic acquisitions, investments or alliances, other capital needs, or to engage in other business activities that would be in our interest.

A breach of any of the debt's restrictive covenants or the Company's inability to comply with the required financial ratios would result in a default under some or all of the debt agreements. During the occurrence and continuance of a default, the lenders may elect to declare all outstanding borrowings, together with accrued interest and other fees, to be immediately due and payable. Additionally, under the Credit Agreement, the lenders may elect not to provide loans under the Revolving Credit Facility until such default is cured or waived. The Company's debt instruments also contain cross-acceleration provisions, which generally cause each instrument to be subject to early repayment of outstanding principal and related interest upon a qualifying acceleration of any other debt instrument, subject to certain materiality thresholds. Failure to comply with these covenants, if not cured or waived, would limit the cash available to the Company required to fund operations and our general obligations and could result in the Company's dissolution, bankruptcy, liquidation or reorganization.

The Company depends on its revolving credit facility and receivables facilities to provide for its short-term financing requirements in excess of amounts generated by operations, and the availability of those funds may be reduced or limited.

The Company depends on the Revolving Credit Facility, the Network Receivables Facility and the CBTS Receivables Facility to provide for short-term financing requirements in excess of amounts generated by operations. The Revolving Credit Facility has a maturity date of September 2026. On January 31, 2023, the Company executed amendments to the Receivables Facility which, among other things, separate the Receivables Facility into two separate facilities, with (A) the existing Receivables Facility (the "Network Receivables Facility" and (B) a new facility (the "CBTS Receivables Facility"). See Note 7 to the accompanying consolidated financial statements contained in "Part II. Item 8. Financial Statements and Supplementary Data" for further details regarding amendments to the Receivables Facility. At December 31, 2023, each facility had a termination date of January 2026 with the next renewal occurring in January 2025. On February 2, 2024, the Company executed an amendment to the CBTS Receivables Facility to extend the renewal date of the facility to April 2025.

The Company's ability to borrow under its Revolving Credit Facility is subject to the Company's compliance with covenants, including covenants requiring compliance with specified financial ratios. Failure to satisfy these covenants would constrain or prohibit our ability to borrow under these facilities.

At December 31, 2023, borrowings under the Revolving Credit Facility due 2026 were $152.5 million, leaving $247.5 million in additional borrowing availability under this facility. The $247.5 million available under the Revolving Credit Facility is funded by various financial institutions. If one or more of these banks is not able to fulfill its funding obligations, the Company's financial condition could be adversely affected.

As of December 31, 2023, the Company had a total borrowing capacity of $54.8 million and $219.8 million, respectively, on a maximum borrowing capacity of $55.0 million and $225.0 million, respectively, on the Network Receivables Facility and the CBTS Receivables Facility. At that date, there were $36.1 million and $209.9 million, respectively, of outstanding borrowings and $16.7 million and $0.5 million, respectively, of outstanding letters of credit on the Network Receivables Facility and the CBTS Receivables Facility. The available borrowing capacity is calculated monthly based on the amount and quality of outstanding accounts receivable and thus may be lower than the maximum borrowing limit. If the quality of the Company's accounts receivables deteriorates, this will negatively impact the available capacity under this facility. As of December 31, 2023, the Company had $2.0 million and $9.4 million, respectively, of borrowing capacity remaining under its Network Receivables Facility and CBTS Receivables Facility.

The servicing of the Company's indebtedness is dependent on its ability to generate cash, which could be impacted by many factors beyond the Company's control.

The Company's ability to generate cash is subject to general economic, financial, competitive, legislative, regulatory, and other factors, many of which are beyond its control. The Company cannot provide assurance that its business will generate sufficient cash flow from operations, that additional sources of debt financing will be available or that future borrowings will be available under its Revolving Credit Facility, Network Receivables Facility or CBTS Receivables Facility, in each case, in amounts sufficient to enable the Company to service its indebtedness or to fund other liquidity needs. If the Company cannot service its indebtedness, the Company will have to take actions such as reducing or delaying capital expenditures, strategic acquisitions, investments and alliances, selling assets, restructuring or refinancing indebtedness or seeking additional equity capital, which may adversely affect its shareholders, debt holders and customers. The Company may not be able to negotiate remedies on commercially reasonable terms or at all. In addition, the terms of existing or future debt instruments may restrict the Company from adopting any of these alternatives. The Company's inability to generate the necessary cash flows could result in its dissolution, bankruptcy, liquidation or reorganization.

Risks Related to Our Financial Condition

The Company may need additional financing in the future to meet our capital needs or to make opportunistic acquisitions, and such financing may not be available on terms favorable to the Company, if at all.

The Company may need to seek additional financing to support the build out of the Company's fiber network in out of territory markets. For example, the Company may need to increase its capital spend or need funds to make acquisitions. The Company may be unable to obtain any desired additional financing on favorable terms, if at all. If adequate funds are not available on acceptable terms, the Company may be unable to fund fiber expansion in out of territory markets. If we raise additional funds by issuing debt, we may be subject to further limitations on our operations in addition to increased interest payments that could negatively impact our cash flow.

Growing inflation, supply chain disruption and other increased operating costs could materially and adversely affect our results of operations.

Global demand inflation, supply chain disruptions, interest rate increases, civil unrest, tariffs and government regulations, which are beyond our control, could adversely affect operating costs and administrative expenses such as wages, benefits, supplies and inventory costs, insurance costs and costs of borrowing. Any such increase could impact results of operations and cash flows if we do not choose, or are unable, to pass the increased costs to our customers.

We rely on a limited number of suppliers for capital purchases needed to construct the fiber network, the hardware resale business and certain other supplies we use in our operations. Our ability to secure such equipment and supplies from alternative sources as needed may be time-consuming or expensive or may cause a temporary disruption in our supply chain. Shortages or interruptions in the supply chain could occur for reasons within or beyond the control of us and the supplier.

Decreased fuel supplies resulted in significant increases to fuel prices, most notably in Hawaii, which adversely impacted our transportation costs for the field technicians and third parties who are assisting us with the network build in addition to the utilities spend in Hawaii where oil is relied on to produce electricity for the state. Increased fuel costs have adversely affected the profit margins in 2022 and 2023 and are expected to continue to adversely affect our business and results of operations.

The uncertain economic environment, including uncertainty in the U.S. and world securities markets, could impact the Company's business and financial condition.

The uncertain economic environment could have an adverse effect on the Company's business and financial liquidity. The COVID-19 pandemic has resulted in an economic downturn, including difficulty to hire and retain staff and a decrease in consumer and commercial activity that may continue for an extended period of time. The current conflict between Russia and Ukraine has created additional uncertainty in the economic environment and world securities markets. The Company's primary source of cash is customer collections. As a result of current adverse economic conditions, some customers have cancelled or requested discounts on future contracted services or have had difficulty paying their accounts receivable. Additional customers may cancel or request discounts on future contracted services or have difficulty paying their accounts receivable, especially if economic conditions worsen. Some competitors have lowered prices or offered promotions as a result of economic conditions, and others may do so as well, which has exerted, and could further exert, pricing pressure on the Company. If the economies of the U.S. and the world continue to deteriorate, this could have an adverse effect on the Company's business, financial condition, results of operations and cash flows.

Adverse changes in the value of assets or obligations associated with the Company's employee benefit plans could negatively impact shareowners' equity and liquidity.

The Company sponsors noncontributory defined benefit pension plans for eligible management employees, non-management employees and certain former executives. The Company also provides healthcare and group life insurance benefits for eligible retirees. The Company's Consolidated Balance Sheets indirectly reflect the value of all plan assets and benefit obligations under these plans. The accounting for employee benefit plans is complex as is the process of calculating the benefit obligations under the plans. Adverse changes in interest rates or market conditions, among other assumptions and factors, could cause a significant increase in the Company's benefit obligations or a significant decrease of the asset values, without necessarily impacting the Company's net income. In addition, the Company's benefit obligations could increase significantly if it needs to unfavorably revise the assumptions used to calculate the obligations. These adverse changes could have a significant negative impact on the Company's shareowners' equity. Additionally, the Company's postretirement costs are adversely affected by increases in medical and prescription drug costs. Further, if there are adverse changes to plan assets or if medical and prescription drug costs increase significantly, the Company could be required to contribute additional material amounts of cash to the plans or to accelerate the timing of required payments.

Intellectual Property, Tax, Regulatory, and Litigation Risks

The Company's future cash flows could be adversely affected if it is unable to fully realize its deferred tax assets.

As of December 31, 2023, the Company had deferred tax assets of $319.7 million, the largest component of which is the deferred tax asset of $209.0 million associated with federal ($188.4 million) and state ($20.6 million) net operating loss carryforwards. The Company has recorded partial valuation allowances against deferred tax assets related to U.S. federal net operating losses, UK federal net operating losses, certain state and local net operating losses and other deferred tax assets due to the uncertainty of the Company's ability to utilize the assets. The use of the Company's deferred tax assets enables it to satisfy current and significant future tax liabilities without the use of the Company's cash resources. As a result of the Merger, the Company's net operating losses face potential limitation under Internal Revenue Code Section 382 and similar state provisions. If the Company is unable for any reason to generate sufficient taxable income to fully realize its deferred tax assets, including its net operating losses, the Company's net income, equity and future cash flows would be adversely affected.

The Company has been named in litigation associated with the wildfires occurring on the Hawaiian island of Maui, which has resulted in the Company paying significant amounts in legal expenses and could require the payment of damages or settlements.

As of February 2024, the Company has been named in 24 complaints. The Company expects to incur significant legal expenses in 2024. We could also incur significant damages awards or settlements.

Changes in tax laws and regulations, and actions by federal, state and local taxing authorities related to the interpretation and application of such tax laws and regulations, could have a negative impact on the Company's financial results and cash flows.

The Company calculates, collects and remits various federal, state, and local taxes, surcharges, and regulatory fees to numerous federal, state and local governmental authorities, including but not limited to federal Universal Service Fund contributions, sales tax, regulatory fees and use tax on purchases of goods and services used in our business. Tax laws are subject to change, and new interpretations of how various statutes and regulations should be adhered to are frequently issued. In many cases, the application of tax laws are uncertain and subject to differing interpretations, especially when evaluated against the Company's new and evolving technologies and services. In the event that we have incorrectly calculated, assessed, or remitted amounts due to governmental authorities, or if revenue and taxing authorities disagree with positions we have taken, we could be subject to additional taxes, fines, penalties, or other adverse actions. In the event that federal, state, or local municipalities were to significantly increase taxes on goods and services used to construct and maintain our network, operations, or provision of services, or seek to impose new taxes, there could be a material adverse impact on financial results.

The regulation of the Company's businesses by federal and state authorities may, among other things, place the Company at a competitive disadvantage, restrict our ability to price our products and services competitively, participate in new regulatory programs and threaten our operating licenses.

Several of the Company's subsidiaries are subject to regulatory oversight of varying degrees at both the state and federal levels, which may differ from the regulatory scrutiny faced by the Company's competitors. A significant portion of the Company's revenue is derived from pricing plans that are subject to regulatory review and approval. These regulated pricing plans limit the rates the Company can charge for some services while the competition has typically been able to set rates for services with limited or no restriction. In the future, regulatory initiatives that would put the Company at a competitive disadvantage or mandate lower rates for our services would result in lower profitability and cash flows for the Company. In addition, different regulatory interpretations of existing regulations or guidelines may affect the Company's revenues and expenses in future periods.

At the federal level, the Company's telecommunications services are subject to the Communications Act of 1934 as amended by the Telecommunications Act of 1996, including rules adopted by the Federal Communications Commission ("FCC"). In addition, certain aspects of the Company's communications facilities and operations are subject to oversight by the Department of Justice and the Department of Defense relative to assessing and mitigating national security risks. Violations of the terms of the agreements with these agencies could result in the revocation of the Company's FCC licenses which would affect its business operations in the future. The Company's submarine cable facilities and operations are also subject to requirements imposed by the national security and law enforcement agencies (*e.g.*, the Departments of Justice, Defense and Homeland Security). At the state level, Cincinnati Bell Telephone Company LLC ("CBT") operates as the incumbent local exchange carrier ("ILEC") and carrier of last resort in portions of Ohio, Kentucky, and Indiana, while Hawaiian Telcom, Inc. ("HTI") serves as the ILEC and carrier of last resort in Hawaii. As the ILEC in those states, these entities are subject to regulation by the Public Utilities Commissions in those states. Various regulatory decisions or initiatives at the federal or state level may from time to time have a negative impact on CBT's and HTI's ability to compete in their respective markets. In addition, although less heavily regulated than the Company's ILEC operations, other subsidiaries are authorized to provide competitive local exchange service, long distance, and cable television service in various states, and consequently are also subject to various state and federal telecommunications and cable regulations that could adversely impact their operations.

There are currently many regulatory actions under way and being contemplated by federal and state authorities regarding issues, including national security and law enforcement matters, that could result in significant changes to the business conditions in the telecommunications industry. On April 4, 2020, President Trump issued Executive Order No. 13913 Establishing the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (the “Committee”), which formalized the ad-hoc foreign investment review process (formerly referred to as “Team Telecom”) applicable to FCC licenses and transactions. The Executive Order empowers the Committee to review FCC license and transfer applications involving foreign participation to determine whether grant of the requested license or transfer approval may pose a risk to the national security or law enforcement interests of the United States, and to review existing licenses to identify any additional or new risks to national security or law enforcement interests that did not exist when a license was first granted. Following an investigation, the Committee may recommend that the FCC revoke or modify existing licenses or deny or condition approval of new licenses and license transfers. It is not possible for the Company to determine whether it may be subject to a proceeding to revoke or modify our existing licenses or predict the outcome of a review of new license or transfer applications by the Committee in the future. A review of existing licenses and/or a review of new licenses and transfers by the Committee may result in additional compliance obligations that may affect the Company’s expenses and business operations in the future.

In addition, in connection with our internet access offerings, we could become subject to laws and regulations as they are adopted or applied to the internet. There is currently only limited regulation applicable to these services although court decisions, legislative action and/or changes in regulatory policy could lead to greater regulation of the internet (including internet access services). The Company cannot provide any assurances that changes in current or future regulations adopted by the FCC or state regulators, or other legislative, administrative, or judicial initiatives relating to the telecommunications industry, will not have an adverse effect on the Company’s business, financial condition, results of operations and cash flows.

From time to time, different regulatory agencies conduct audits to ensure that the Company is in compliance with the respective regulations. The Company could be subject to fines and penalties if found to be out of compliance with these regulations, and these fines and penalties could be material to the Company’s financial condition.

As a winning bidder in the FCC’s Connect America Fund II ("CAF II") and Rural Digital Opportunity Fund (“RDOF”) auction, the Company must comply with numerous FCC and state requirements prior to and after receiving such funding. If the Company fails to comply with those requirements, the FCC could consider us in default of the CAF II and RDOF program rules, and we could incur substantial penalties or forfeitures of future revenues, most significantly in Hawaii. For example, if the Company fails to attain certain specific buildout milestones and performance requirements under the CAF II and RDOF programs, the FCC could withhold future support payments until those shortcomings are corrected. Failure to comply with the rules and requirements for the CAF II and RDOF program could result in the Company being suspended or disbarred from future governmental programs or contracts for a significant period of time, which could adversely affect the Company's results of operations and financial condition.

Third parties may claim that the Company is infringing upon their intellectual property, and the Company could suffer significant litigation or licensing expenses or be prevented from selling products.

The Company may be unaware of intellectual property rights of others that may cover some of our technology, products or services. Any litigation growing out of third-party patents or other intellectual property claims could be costly and time-consuming and would divert the Company's management and key personnel from our business operations. The complexity of the technology involved and the uncertainty of intellectual property litigation increases these risks. Resolution of claims of intellectual property infringement might also require the Company to enter into costly license agreements. Likewise, the Company may not be able to obtain license agreements on acceptable terms. The Company also may be subject to significant damages or injunctions against the development and sale of certain of our products or services. Further, the Company often relies on licenses of third-party intellectual property for its businesses. The Company cannot ensure these licenses will be available in the future on favorable terms or at all.

Third parties may infringe upon the Company's intellectual property, and the Company may expend significant resources enforcing its rights or suffer competitive injury.

The Company's success significantly depends on the competitive advantage it gains from our proprietary technology and other valuable intellectual property assets. The Company relies on a combination of patents, copyrights, trademarks and trade secrets protections, confidentiality provisions and licensing arrangements to establish and protect its intellectual property rights. If the Company fails to successfully enforce its intellectual property rights, its competitive position could suffer, which could harm its operating results.

The Company may also be required to spend significant resources to monitor and police its intellectual property rights. The Company may not be able to detect third-party infringements and its competitive position may be harmed before the Company does so. In addition, competitors may design around the Company's technology or develop competing technologies. Furthermore, some intellectual property rights are licensed to other companies, allowing them to compete with the Company using that intellectual property.

The Company could be subject to a significant amount of litigation, which could require the Company to pay significant damages or settlements.

The industry that the Company operates in faces a substantial risk of litigation, including, from time to time, patent infringement lawsuits, antitrust class actions, securities class actions, wage and hour class actions, personal injury claims and lawsuits relating to our advertising, sales, billing and collection processes. We may incur significant expenses in defending these lawsuits. In addition, we may be required to pay significant awards and settlements.

The Company could incur significant costs resulting from complying with, or potential violations of, environmental, health and human safety laws.

The Company's operations are subject to laws and regulations relating to the protection of the environment, health, and human safety, including those governing the management and disposal of, and exposure to, hazardous materials and the clean-up of contamination, and the emission of radio frequencies. While the Company believes its operations are in substantial compliance with environmental, health, and human safety laws and regulations, as an owner or operator of property and in connection with the current and historical use of hazardous materials and other operations at its sites, the Company could incur significant costs resulting from complying with or violations of such laws, the imposition of clean-up obligations and third-party suits. For instance, a number of the Company's sites formerly contained underground storage tanks for the storage of used oil and fuel for back-up generators and vehicles.

Risks Relating to the Divestiture of CBTS

The Divestiture is subject to various risks, uncertainties and conditions and may not be completed on the terms or timeline currently contemplated, if at all.

On February 2, 2024, the Company entered into an equity purchase agreement (the “Purchase Agreement”) to sell to TowerBrook Capital Partners (“TowerBrook”) all of the issued and outstanding equity interests of CBTS LLC and CBTS Extended Territories LLC, which directly or indirectly hold all of the issued and outstanding equity interests in the subsidiaries of the Company that operate the Company’s IT services business and operations supporting enterprise business customers with technology solutions and services including application modernization, cybersecurity, IT consulting, cloud, unified communications and infrastructure solutions, for a purchase price of $670.0 million, subject to certain adjustments set forth in the Purchase Agreement (the “Divestiture”).

The Purchase Agreement provides that completion of the Divestiture is subject to customary closing conditions, including (i) the expiration or early termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and (ii) the receipt of any required consents or approvals from (a) the Committee on Foreign Investment in the United States, (b) the Federal Communications Commission and (c) certain state public utility commissions. The Divestiture is expected to close in the second half of 2024. There can be no assurance regarding the ultimate timing of the Divestiture or that the Divestiture will be completed.

During the period prior to closing the Divestiture, and whether or not the Divestiture is completed, the Company’s ongoing businesses may be adversely affected, including as a result of the diversion of management’s and employees’ attention due to activities related to the Divestiture and disruptions to and potential adverse impacts on relationships with suppliers, customers, vendors and other key business partners. In addition, the Purchase Agreement restricts the Company from engaging in certain actions without the approval of TowerBrook, which could prevent the Company from pursuing certain business opportunities that arise prior to the closing of the Divestiture. Any of these factors could disrupt our business and could have a material adverse effect on our business, financial condition, results of operations or cash flows.

The Company may be unable to achieve some or all of the strategic and financial benefits that it expects to achieve from the Divestiture.

We may not be able to realize the anticipated operational, financial, strategic and other benefits from the Divestiture. The anticipated benefits are based on a number of assumptions, some of which may prove incorrect, and could be affected by a number of factors beyond the Company’s control, including, without limitation, general economic conditions, increased operating costs, regulatory developments and the other risks described in these risk factors.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Security Program Overview

The Company's cybersecurity program is framework-based, and risk and metrics-focused. The program uses and is measured against National Institute of Standards and Technology Standards ("NIST") 800-53(r5) and supporting standards. The Company utilizes a risk-based security program that strives for an effective balance of controls and processes across the Identify, Protect, Detect, Respond and Recover areas of the framework. As a service provider and technology partner, we have on-going initiatives that address the areas below to achieve a comprehensive security program.

Security Governance – The Company's Board of Directors has designated a subcommittee of the Board that meets quarterly to provide oversight of risks from cybersecurity threats. The Company's Vice President and Chief Security Officer ("CSO") reports to this subcommittee to inform them on the Company's threat and risk landscape, and the management of cybersecurity incidents. This subcommittee consists of board members and the Company's executive leadership team. The CSO also leads a cross-functional, executive-level Security Council that meets quarterly and governs all aspects of the Company's security program. The Company maintains a risk-based security program that is supported by a comprehensive set of policies, procedures, and standards based on the NIST cybersecurity framework, which includes administrative, physical, and technical safeguards.

The CSO joined altafiber in 2023 with over 20 years of cybersecurity experience in highly regulated industries and the government in identifying, managing, and mitigating cybersecurity risk. Previously, the CSO held an officer role at a large Fortune 500 financial services firm developing cybersecurity strategy and leading teams focused on risk management, security architecture and engineering, incident response, and threat intelligence. The CSO also serves on multiple advisory boards related to cybersecurity and is the current board chair for Miami University's Center for Cybersecurity.

Risk Management – The Company established an Enterprise Risk Management (ERM) Committee that employs the International Organization for Standardization (ISO) risk management standards. Members of the ERM Committee include the Company's CSO, Chief Financial Officer, Chief Network Officer, Director of Safety and Risk Management and the Director of Internal Audit. The committee leverages a proprietary internal risk management tool to maintain a risk register, which systematically identifies, assesses, prioritizes, and manages risks within the enterprise. This structured approach enables us to conduct a formal, periodic risk assessment, ensuring the continuous enhancement of our security posture. In addition to threats, vulnerabilities, impacts and costs, the risk assessment process also identifies the costs and effectiveness of countermeasures and action plans to reduce risk.

Security Awareness and Training – The Company established a security awareness program that focuses on individual employees' impact to the overall security strength of the company. Via the use of web-based and in person training, surveys and published literature, the Company is constantly making the employees aware of the vital role they play in protecting both the Company and customers' data. Phishing exercises are also periodically conducted to improve employee knowledge of and response to security threats. Specialized web-based training covering Payment Card Industry ("PCI"), Health Insurance Portability and Accountability Act ("HIPAA") and Federal Tax Information is also required and tracked for employees who have access to that data.

Identity and Access Management – The Company requires authorization of all personnel, including contractors, before being granted access to facilities, systems, and data. The Company's identity and access management systems are integrated with human resource applications and processes to facilitate provisioning and de-provisioning of badges and logical system access.

Cybersecurity – The Company employs a "defense in depth" approach to providing security around our networks, servers, and data. Most of our critical networks leverage redundant components and connections to ensure high levels of availability, reliability, and performance. The Company employs a security architecture that identifies rules for segmentation and access control based on risk and impact to the business. This includes infrastructure, applications, and data in the cloud.

Endpoint and Device Protection & Anti-Malware – The Company has hardening policies and processes and uses a "gold image" approach to deploying new clients and servers. Configurations that go into gold images are reviewed with security staff. Advanced anti-malware controls are in place and patching cadence and performance of endpoint devices are watched closely.

Protection of Customer and Other Sensitive Data – The Company complies with regulations for Customer Proprietary Network Information protection (Title 47 section 222) and has taken measures over the past several years to limit or remove Personal Identifiable Information ("PII") and other sensitive information from databases and internal systems. Access to sensitive information from third party partners is managed through secure virtual terminal environments, and movement of PII is monitored on premise and in key cloud applications.

Application and Product Security – The Company's application security program is based on the Open Web Application Security Standard ("OWASP") and critical systems have been benchmarked for compliance with our security polices and standards. Security work is jointly prioritized with security staff and product/application/development organizations and third parties with responsibility for application development and maintenance. Security checklists have also been developed and are used in new product development lifecycle processes.

Third Party Risk Management – Third parties with access to data or infrastructure must go through a vetting process to ensure they comply with reasonable and industry accepted security practices. The vetting process includes assessments, review of third-party attestation and inclusion of standard security language in contracts. Security staff work closely with legal, procurement/sourcing personnel and other stakeholders within the Company on third party compliance practices.

Threat and Vulnerability Management – Vulnerability scanning and attack and penetration testing, quarterly and annually, is conducted on perimeter networks and E-commerce platforms by third parties and qualified internal personnel. The testing covers network, host, application, and data security. The Company uses the Common Vulnerability Scoring System ("CVSS") standard for vulnerability management. Various open source, third party and internally developed threat intelligence platforms are used to stay abreast of threats facing the Company and our industry.

Security Assessments – Various company environments are regularly audited by a third-party AICPA- and PCAOB-registered certified public accounting firm and has consistently obtained PCI DSS 3.2, SSAE18 SOC1, SOC2, CSAE34-16 SOC1 and SOC2 certifications and HIPAA compliance. The Company currently holds 20 such certifications.

Change Management and ITSM – The Company employs robust change, incident and problem management practices across core network, managed services, and information technology environments. Security team members are an active part of these processes.

Emergency Management, Incident Response and Cyber Insurance – The Company has invested in technology and processes for timely incident response to security and crisis events. Physical and cybersecurity staff, health and safety, legal, operational and human resources personnel are part of the overall emergency and incident response team. The Company has partnerships with third parties for forensics, and incident response consulting. The Company also maintains effective levels of cyber insurance against large data breaches or cybersecurity events.

Service and Business Continuity – The Company conducts service continuity exercises and monitors network fault and performance 24 hours a day, 365 days a year to quickly detect and respond to service degradation or impairment. A set of business continuity plans and scenarios are also in place to address catastrophic events to personnel, critical infrastructure, and applications. The Company conducts periodic internal tabletop exercises and joint exercises with customers. Business continuity efforts are overseen by the Company's Business Continuity Committee following policy set by the Company's Security Council.

In 2023, we did not identify any cybersecurity threats that have materially affected or are reasonably likely to materially affect our business strategy, results of operations, or financial condition. However, despite our efforts, we cannot eliminate all risks from cybersecurity threats, or provide assurances that we have not experienced an undetected cybersecurity incident. For more information about these risks, please see “Risk Factors– Intellectual Property Tax, Regulatory, and Litigation Risks” in this annual report on Form 10-K.

Website Access and Other Information

The Company was incorporated under the laws of Ohio in 1983 with its headquarters at 221 East Fourth Street, Cincinnati, Ohio 45202 (telephone number (513) 397-9900 and website address http://www.altafiber.com). The Company has ceased to be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, but continues to voluntarily file annual, quarterly and certain other information with the SEC due to contractual provisions included in certain indentures. The SEC maintains an internet site that contains reports, proxy statements, and other information about issuers which file electronically with the SEC. The address of that site is http://www.sec.gov.

Item 2. Properties

As of December 31, 2023, the Company owned or maintained properties throughout the U.S., Canada and India. Our headquarters is located in Cincinnati, Ohio where we lease approximately 200,000 square feet for executive, administrative and business offices for the Company. In addition to the space in Cincinnati, we own a building with approximately 465,000 square feet of office space in Honolulu, Hawaii for the Hawaiian Telcom operations. We lease office space in multiple locations in the U.S., Canada and India for operations to support our IT Services and Hardware segment.

Our properties include copper and fiber warehouses and associated equipment in each of our local operating markets. Each of the Company's subsidiaries maintains some investment in furniture and office equipment, computer equipment and associated operating system software, application system software, leasehold improvements and other assets.

With regard to its Cincinnati Network operations, the Company owns substantially all of the central office switching stations and the land upon which they are situated. Some business and administrative offices are located in leased facilities, which are recorded as operating leases. The Company's network assets include a fiber network warehouse, internet protocol and circuit switches and integrated access terminal equipment. In addition, as of year-end, we lease eight Company-run retail locations.

With regard to its Hawaii Network operations, the Company has properties consisting of both owned and leased properties, including our administrative facilities and facilities for call centers, customer service sites for the television business, switching equipment, fiber optic networks, cable head-end equipment, coaxial distribution networks, routers and servers used in our telecommunications business. Leased properties are recorded as operating leases.

With regard to the IT Services and Hardware operations, the majority of business and administrative offices are located in leased facilities, which are recorded as operating leases.

For additional information about the Company's properties, see Note 5 to the consolidated financial statements.

Item 3. Legal Proceedings

Cincinnati Bell and its subsidiaries are involved in a number of legal proceedings. Liabilities are established for legal claims as prescribed by generally accepted accounting principles ("GAAP"), when losses associated with the claims are judged to be probable and the loss can be reasonably estimated. In many lawsuits and arbitrations, including most class action lawsuits, it is not possible to determine whether a liability has been incurred or to estimate the amount of the liability until the case is close to resolution, in which case a liability will not be recognized until that time. Based on information currently available, consultation with counsel, available insurance coverage and recognized liabilities, the Company believes that the eventual outcome of all claims will not, individually or in the aggregate, have a material effect on the Company's financial position or results of operations.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Prior to the Merger, shares of Cincinnati Bell Common Stock and Preferred Stock were registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended and listed on the New York Stock Exchange (the "NYSE") under the ticker symbol CBB. As a result of the Merger, effective on September 7, 2021, the Company requested that the NYSE withdraw the shares of Cincinnati Bell Common Stock and Preferred Stock from listing on the NYSE and filed a Form 25 with the SEC to report that Cincinnati Bell Common Stock and Preferred Stock are no longer listed on the NYSE. The number of shares outstanding of Cincinnati Bell Common Stock was 50.9 million and the number of shares outstanding of Cincinnati Bell Preferred Stock was 0.2 million at September 7, 2021. Pursuant to the Merger Agreement, each of Cincinnati Bell's issued and outstanding Common Shares was converted into the right to receive $15.50 per share in cash, without interest. Additionally, the Company redeemed each of our issued and outstanding Depositary Shares simultaneously with the redemption of the 6 ¾% Preferred Shares at a redemption price of $50 per Depositary Share (equivalent to $1,000 per 6 ¾% Preferred Share). Red Fiber Parent is the sole record holder of Cincinnati Bell Common Stock. No other shares remain issued and outstanding as of December 31, 2023.

Item 6. [Reserved]

Not applicable.

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

This Annual Report on Form 10-K and the documents incorporated by reference herein contain forward-looking statements regarding future events and results that are subject to the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, are statements that could be deemed forward-looking statements. See "Private Securities Litigation Reform Act of 1995 Safe Harbor Cautionary Statement" for further information on forward-looking statements.

Introduction

This Management’s Discussion and Analysis section provides an overview of Cincinnati Bell Inc.'s financial condition as of December 31, 2023 and the results of operations for the years ended December 31, 2023 and 2022 and the periods January 1, 2021 through September 7, 2021 (“Predecessor”) and September 8, 2021 through December 31, 2021 (“Successor”). References in this Annual Report to “Successor” refer to the Company on or after September 8, 2021 and references to “Predecessor” refer to the results prior to September 8, 2021. This discussion should be read in conjunction with the accompanying Consolidated Financial Statements and accompanying notes.

Our results of operations as reported in our Consolidated Financial Statements for these periods are prepared in accordance with GAAP. Although GAAP requires that we report on our results for the period from January 1, 2021 through September 7, 2021 and the period from September 8, 2021 through December 31, 2021 separately, management views the Company’s operating results for the year ended December 31, 2021 by combining the results of the applicable Predecessor and Successor periods because such presentation provides the most meaningful comparison of our results to prior periods.

To enhance the analysis of our operating results for the periods presented, we have included a discussion of selected financial and operating data of the Predecessor and Successor on a combined basis for the year ended December 31, 2021. This presentation consists of the mathematical addition of selected financial and operating data of the Predecessor for the period from January 1, 2021 to September 7, 2021 plus the comparable financial and operating data of the Successor for the period from September 8, 2021 to December 31, 2021. There are no other adjustments made in the combined presentation. The mathematical combination of selected financial and operating data is included below under the heading "Combined Year Ended December 31, 2021" and this data is a non-GAAP presentation. Management believes that this selected financial and operating data provides investors with useful information upon which to assess our operating performance because the results of operations for a twelve-month period correspond to how we have reported our results in the past and how we will report our results in the future.

Our Management's Discussion and Analysis of Financial Condition and Results of Operations included in this document generally discusses 2023 and 2022 items and year-to-year comparisons between 2023 and 2022. Discussions of 2021 items and year-to-year comparisons between 2022 and 2021 that are not included in this document can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2022 filed on March 22, 2023.

Acquisition by Red Fiber Parent LLC

On March 13, 2020, the Company entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Red Fiber Parent LLC, a Delaware limited liability company (“Parent”), and RF Merger Sub Inc., an Ohio corporation and directly wholly owned subsidiary of Parent (“Merger Sub”). On September 7, 2021 (the “Closing Date” or “Merger Date”), upon the terms and subject to the conditions set forth in the Merger Agreement and in accordance with the applicable provisions of the Ohio General Corporation Law (the “OGCL”), Merger Sub merged with and into the Company, with the Company continuing as the surviving corporation (the “Merger”). At the effective time of the Merger (the “Effective Time”), the separate corporate existence of Merger Sub ceased, and the Company survived the Merger as a wholly owned private subsidiary of Parent.

Upon completion of the Merger, Parent was deemed the accounting acquirer and Cincinnati Bell Inc. the accounting acquiree. Under the acquisition method of accounting, the assets and liabilities associated with Cincinnati Bell Inc. were recorded at their fair values measured as of the acquisition date. The excess of the purchase price over the estimated fair values of the net assets acquired was recorded as goodwill. The capital contribution as a result of the Merger included cash from Parent in the amount of $1,716.1 million. These proceeds were used to pay on the date of the Merger (1) $807.3 million of consideration payable to Common Shareholders, including restricted stock awards that vested upon the Closing Date to certain employees, (2) $155.2 million of consideration payable to Preferred Shareholders, (3) $658.2 million of existing debt and accrued interest under the Corporate Credit Agreement and (4) transaction costs of $44.0 million primarily related to legal costs and acquisition-related advisory fees associated with the Merger. The Company also incurred note issuance costs of $38.1 million related to the Credit Agreement entered into in connection with the Merger. The note issuance costs were capitalized as a reduction to the outstanding debt balances or to “Other noncurrent assets” for costs associated with the Revolving Credit Facility due 2026. In addition, certain stock-based compensation awards were accelerated upon the Closing Date, which resulted in a nonrecurring expense of approximately $9.3 million recorded to SG&A in the Predecessor period.

altafiber Brand

In March 2022, the Company announced that we would begin doing business as “altafiber” in Ohio, Kentucky and Indiana as we continue to expand our geographic reach and invest in our fiber network that delivers broadband connectivity. The branding change will not impact our Hawaiian Telcom business or our IT Services business, which is branded as CBTS in the U.S. and Europe and OnX in Canada.

Sale of IT Services Business

On February 2, 2024, the Company entered into a definitive purchase agreement (the "Purchase Agreement") with TowerBrook Capital Partners ("TowerBrook") in which TowerBrook will acquire the CBTS and OnX businesses from the Company for a purchase price of $670.0 million (the "Divestiture"). The Purchase Agreement is subject to customary closing conditions and is expected to close in the second half of 2024, although there can be no assurance that the Purchase Agreement will close by that date.

Executive Summary

Segment results described in the Executive Summary are net of intercompany eliminations.

Consolidated revenue for the year ended December 31, 2023 totaled $1,817.3 million, an increase of $21.3 million compared to the prior year due to strategic revenue growth in both segments offsetting declines in Legacy revenue and Infrastructure Solutions revenue. For 2023, Fioptics revenue increased $35.0 million compared to 2022 as the Company's continued focus on high-speed internet activations was partially offset by lower subsidized fiber build revenue while Legacy revenue decreased $37.5 million compared to the prior year. Additionally, Agile contributed incremental revenue of $8.3 million for 2023 compared to the prior year. IT Services and Hardware revenue growth was primarily due to services for existing customers which continued to bill and grow in 2023 partially offset by a decrease in professional services projects.

Operating loss for 2023 and 2022 totaled $82.7 million and $97.3 million, respectively. Lower operating loss for 2023 compared to the prior year is primarily due to lower depreciation and amortization expenses, primarily in the Network segment, due to certain assets that were given a shorter useful life when recorded at fair value on the Company's merger date, September 7, 2021, and were fully depreciated by March 31, 2023 and September 30, 2023, as well as declining amortization expense on certain intangibles. Transaction and integration costs also decreased in 2023 compared to 2022. These decreases in 2023 compared to 2022 were partially offset by higher SG&A expenses to support strategic revenue growth. Corporate SG&A costs in 2023 also include $3.1 million related to employee contract termination costs. In addition, restructuring and severance charges of $10.8 million were recorded in 2023, primarily in the Network segment, related to a severance program for certain employees as the Company continues to reduce costs and identify efficiencies that can be achieved by further integrating operations between Cincinnati and Hawaii.

Interest expense increased $71.1 million for 2023 compared to 2022 primarily due to higher interest rates on the Company's variable-rate borrowings in addition to interest expense incurred on the Term B-3 Loans entered into in the second quarter of 2023 and increased borrowings on the Revolving Credit Facility due 2026 and accounts receivable securitization facilities.

Other components of pension and postretirement benefit plans expenses increased for 2023 compared to the prior year due to the annual remeasurement of the pension and postretirement projected benefit obligations that resulted in additional expense due to higher interest cost on projected benefit obligations and less benefit from expected return on plan assets.

Other (income) expense, net totaled income of $17.6 million for 2023 primarily due to recording a gain associated with the Company’s interest rate swap agreements and interest rate cap agreements in 2023 of $13.1 million. In addition, the Company recorded, as income, a patronage distribution of $5.0 million from one of the syndicated lenders in the Company's Credit Agreement in 2023. Other (income) expense, net totaled income of $13.6 million for 2022 primarily due to recording a gain associated with the Company’s interest rate swap agreements and interest rate cap agreements in 2022 of $12.0 million.

Loss before income taxes totaled $227.0 million for 2023 resulting in an increase in the loss of $61.0 million compared to 2022. The decrease in operating loss and recording increased income in other (income) expense, net in 2023 compared to 2022 was more than offset by higher interest expense in 2023 compared to the prior year.

The income tax provision for 2023 was a benefit of $34.3 million which was lower than the period's income at the statutory rate, due primarily to a valuation allowance recorded against federal net operating loss carryforwards. The income tax provision for 2022 was a benefit of $35.1 million. The income tax benefit recorded in 2023 was lower than the benefit recorded in the prior year, despite higher losses before taxes in the current period, due primarily to the valuation allowance recorded against federal net operating loss carryforwards.

Discussion of Operating Segment Results

The Company manages its business based upon product and service offerings. For the years ended December 31, 2023, 2022 and 2021, we operated two business segments: Network and IT Services and Hardware. Certain corporate administrative expenses have been allocated to our business segments based upon the nature of the expense and the relative size of the segment. Intercompany transactions between segments have been eliminated.

Network

The Network segment provides products and services that are categorized as Fioptics, previously referred to as "Consumer/SMB Fiber" in Hawaii and collectively with Fioptics in Cincinnati, Enterprise Fiber or Legacy. Cincinnati Bell Telephone Company LLC ("CBT"), a subsidiary of the Company, is the incumbent local exchange carrier ("ILEC") for a geography that covers a radius of approximately 25 miles around Cincinnati, Ohio, and includes parts of northern Kentucky and southeastern Indiana. CBT has operated in this territory for over 150 years. In 2022, the Company announced that we will begin doing business as "altafiber" and started our network expansion outside of this territory to provide fiber services to adjacent markets. Voice and data services in the Enterprise Fiber and Legacy categories that are delivered beyond the Company's ILEC territory, particularly in Dayton and Mason, Ohio, are provided through the operations of Cincinnati Bell Extended Territories LLC ("CBET"), a subsidiary of CBT. On July 2, 2018, the Company acquired Hawaiian Telcom. Hawaiian Telcom is the ILEC for the State of Hawaii and the largest full service provider of communications services and products in the state. Originally incorporated in Hawaii in 1883 as Mutual Telephone Company, Hawaiian Telcom has a strong heritage of over 140 years as Hawaii's communications carrier. Its services are offered on all of Hawaii's major islands, except its video service, which currently is only available on the island of Oahu. On May 2, 2022, the Company acquired Agile, based in Canton, Ohio. Agile leases wireless infrastructure assets to third parties and provides connectivity through hybrid fiber wireless data networks primarily to customers in Ohio and Pennsylvania. On April 17, 2023, the Company acquired OTT. OTT provides network security, data connectivity, and unified communications solutions to commercial and enterprise customers across multiple sectors throughout Ohio and Michigan.

Fioptics products include high-speed internet access, categorized below as data, voice lines and video as well as subsidized fiber build project revenue included in Other related to extending the Company's fiber network in the Greater Cincinnati territory subsidized through our UniCity program and in Hawaii subsidized through a customer contract. The Company is able to deliver speeds up to one gigabit per second to more than 85% of Greater Cincinnati and more than 50% of Hawaii's total addressable market.

Enterprise Fiber products include metro-ethernet, dedicated internet access, wavelength, IRU contracts, and wireless backhaul to macro-towers and small cells. Hawaiian Telcom Enterprise Fiber also includes revenue from the SEA-US cable. As enterprise customers migrate from legacy products and copper-based technology, our metro-ethernet product becomes the preferred method of transport due to its ability to support multiple applications on a single physical connection. Subsequent to the Company's acquisitions of Agile in May 2022 and OTT in April 2023, Enterprise Fiber revenue also includes revenue from Agile and OTT.

Legacy products include traditional voice lines, consumer long distance, switched access, digital trunking, DSL, DS0, DS1, DS3 and other value-added services such as caller identification, voicemail, call waiting and call return.

	Successor			Predecessor	Non-GAAP Combined
(dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021	Year Ended December 31, 2021
Revenue:					
Data	$ 557.1	$ 523.3	$ 156.2	$ 334.6	$ 490.8
Video	193.7	193.6	60.4	131.8	192.2
Voice	218.6	230.8	76.4	177.3	253.7
Other	33.5	46.6	10.8	20.5	31.3
Total Revenue	1,002.9	994.3	303.8	664.2	968.0
Operating costs and expenses:					
Cost of services and products	461.7	447.3	138.2	301.2	439.4
Selling, general and administrative	228.2	207.2	58.9	118.3	177.2
Depreciation and amortization	355.3	393.3	113.0	166.9	279.9
Loss on impairment of long-lived assets	—	2.7	—	—	—
Restructuring and severance charges	10.3	—	—	(0.5)	(0.5)
Transaction and integration costs	0.1	—	—	—	—
Total operating costs and expenses	1,055.6	1,050.5	310.1	585.9	896.0
Operating (loss) income	$ (52.7)	$ (56.2)	$ (6.3)	$ 78.3	$ 72.0
Operating margin	(5.3)%	(5.7)%	(2.1)%	11.8%	7.4%
Capital expenditures	$ 615.7	$ 452.6	$ 113.1	$ 149.3	$ 262.4

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Network, continued

Metrics information (in thousands):	December 31, 2023	December 31, 2022	Change 2023 vs. 2022	% Change 2023 vs. 2022	December 31, 2021	Change 2022 vs. 2021	% Change 2022 vs. 2021
Cincinnati							
Fioptics							
Data							
Internet FTTP*	340.5	299.3	41.2	14%	261.3	38.0	15%
Video							
Fioptics Video	121.5	123.1	(1.6)	(1)%	123.3	(0.2)	0%
Voice							
Fioptics Voice Lines	97.7	100.7	(3.0)	(3)%	101.2	(0.5)	0%
Fioptics Units Passed							
Units passed FTTP*	761.3	657.2	104.1	16%	530.8	126.4	24%
Enterprise Fiber							
Data							
Ethernet Bandwidth (Gb)	12,815	10,923	1,892	17%	7,232	3,691	51%
Legacy							
Data							
DSL and FTTN**	29.6	49.3	(19.7)	(40)%	73.8	(24.5)	(33)%
Voice							
Legacy Voice Lines	115.0	135.2	(20.2)	(15)%	155.3	(20.1)	(13)%

* Fiber to the Premise (FTTP)
**Internet speeds of less than 100mbps including Legacy DSL and Fiber to the Node (FTTN) previously included in Fioptics Data

Network, continued

Metrics information (in thousands):	December 31, 2023	December 31, 2022	Change 2023 vs. 2022	% Change 2023 vs. 2022	December 31, 2021	Change 2022 vs. 2021	% Change 2022 vs. 2021
Hawaii							
Fioptics							
Data							
Internet FTTP*	87.4	70.6	16.8	24%	65.7	4.9	7%
Video							
Fioptics Video	34.1	36.0	(1.9)	(5)%	37.5	(1.5)	(4)%
Voice							
Fioptics Voice Lines	30.8	29.2	1.6	5%	28.0	1.2	4%
Fioptics Units Passed **							
Units passed FTTP*	339.0	268.0	71.0	26%	215.0	53.0	25%
Enterprise Fiber							
Data							
Ethernet Bandwidth (Gb)	6,749	4,885	1,864	38%	4,407	478	11%
Legacy							
Data							
DSL and FTTN***	29.3	37.3	(8.0)	(21)%	38.7	(1.4)	(4)%
Voice							
Legacy Voice Lines	106.2	121.5	(15.3)	(13)%	137.2	(15.7)	(11)%

* Fiber-to-the-Premise (FTTP)
** Includes units passed for both consumer and business on Oahu and neighbor islands
***Internet speeds of less than 100mbps including Legacy DSL and Fiber to the Node (FTTN) previously included in Fioptics Data

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Network, continued

	Successor		
	Twelve Months Ended December 31, 2023		
(dollars in millions)	Cincinnati	Hawaii	Total
Revenue			
Fioptics			
Data	$ 250.4	$ 60.3	$ 310.7
Video	159.6	34.1	193.7
Voice	34.4	12.2	46.6
Other	8.3	3.6	11.9
Total Fioptics	452.7	110.2	562.9
Enterprise Fiber			
Data	101.3	53.0	154.3
Legacy			
Data	58.4	33.7	92.1
Voice	85.0	87.0	172.0
Other	8.3	13.3	21.6
Total Legacy	151.7	134.0	285.7
Total Network revenue	$ 705.7	$ 297.2	$ 1,002.9

	Successor		
	Twelve Months Ended December 31, 2022		
(dollars in millions)	Cincinnati	Hawaii	Total
Revenue			
Fioptics			
Data	$ 217.6	$ 47.9	$ 265.5
Video	157.8	35.8	193.6
Voice	34.3	11.3	45.6
Other	19.6	3.6	23.2
Total Fioptics	429.3	98.6	527.9
Enterprise Fiber			
Data	94.5	48.7	143.2
Legacy			
Data	72.6	42.0	114.6
Voice	90.1	95.1	185.2
Other	12.4	11.0	23.4
Total Legacy	175.1	148.1	323.2
Total Network revenue	$ 698.9	$ 295.4	$ 994.3

Network, continued

	Successor			Predecessor			Non-GAAP Combined		
	September 8, 2021 to December 31, 2021			January 1, 2021 to September 7, 2021			Twelve Months Ended December 31, 2021		
(dollars in millions)	Cincinnati	Hawaii	Total	Cincinnati	Hawaii	Total	Cincinnati	Hawaii	Total
Revenue									
Fioptics									
Data	$ 62.3	$ 13.1	$ 75.4	$ 127.3	$ 28.1	$ 155.4	$ 189.6	$ 41.2	$ 230.8
Video	49.3	11.1	60.4	106.9	24.9	131.8	156.2	36.0	192.2
Voice	10.7	3.5	14.2	23.7	7.9	31.6	34.4	11.4	45.8
Other	2.2	—	2.2	2.6	—	2.6	4.8	—	4.8
Total Fioptics	124.5	27.7	152.2	260.5	60.9	321.4	385.0	88.6	473.6
Enterprise Fiber									
Data	27.1	13.9	41.0	57.8	29.3	87.1	84.9	43.2	128.1
Legacy									
Data	24.9	14.9	39.8	59.1	33.0	92.1	84.0	47.9	131.9
Voice	31.0	31.2	62.2	72.9	72.8	145.7	103.9	104.0	207.9
Other	4.2	4.4	8.6	9.0	8.9	17.9	13.2	13.3	26.5
Total Legacy	60.1	50.5	110.6	141.0	114.7	255.7	201.1	165.2	366.3
Total Network revenue	$ 211.7	$ 92.1	$ 303.8	$ 459.3	$ 204.9	$ 664.2	$ 671.0	$ 297.0	$ 968.0

Fioptics

Fioptics revenue increased $35.0 million for 2023 compared to 2022 due to the increase in the subscriber base for internet. The internet subscriber base continues to increase as we focus attention on growing the internet FTTP subscriber base and accelerating the pace of our fiber build which enabled us to pass 104,100 FTTP addresses in Cincinnati and 71,000 FTTP addresses in Hawaii during 2023. The Average Revenue Per User ("ARPU") for 2023 increased for internet in both Cincinnati and Hawaii compared to the prior year primarily due to price increases and more customers subscribing to higher broadband tiers. Video ARPU also increased nominally in 2023 compared to 2022 in both Cincinnati and Hawaii which offset the decline in subscribers. Video ARPU increases are related to price increases as well as change in the mix of subscribers. Other revenue decreased for 2023 compared to the prior year primarily due to recording revenue associated with nonrecurring subsidized fiber build projects in Cincinnati and Hawaii of $11.9 million in 2023 and $22.9 million in 2022 .

Enterprise Fiber

Enterprise Fiber revenue increased $11.1 million for 2023 compared to the prior year primarily due to increased revenue contributed by Agile of $8.3 million in 2023 compared to 2022. In addition, revenue increased as a result of customers migrating from legacy product offerings to higher bandwidth fiber solutions as evidenced by the 17% and 38% increases in Ethernet Bandwidth in Cincinnati and Hawaii, respectively. During 2022, significant contracts were signed with large carriers in Cincinnati and Hawaii to upgrade Ethernet Bandwidth across their networks which continued to bill and grow in 2023. Increased revenue was partially offset by pricing pressures to provide higher speeds at a lower cost.

Legacy

Legacy revenue decreased for 2023 compared to the prior year due to the decline in voice lines and DSL subscribers. Voice lines declined 15% and 13% in Cincinnati and Hawaii, respectively, as the traditional voice lines become less relevant. DSL subscribers continue to decrease in Cincinnati and Hawaii as subscribers demand the higher speeds that can be provided by fiber. In addition, declines in DS1, DS3 and digital trunking have contributed to the revenue decline for these products in 2023 compared to the prior year as customers migrate away from these solutions to fiber-based solutions.

Network, continued

Operating Costs and Expenses

Cost of services and products increased $14.4 million for 2023 compared to 2022 as increases in video content costs of $5.4 million, rent expense of $4.7 million, contract services of $3.9 million, operating taxes of $3.2 million, software development costs of $1.0 million and employee related costs of $0.8 million were partially offset by decreases in operating materials of $3.3 million, payroll related costs of $1.5 million and operating facilities expense of $1.0 million. The increase in rent expense is primarily due to increased expense contributed by Agile. Contract services costs increased due to higher utilization of outside contractors on certain specialized projects including the expansion of our fiber network. The increase in operating taxes is primarily due to higher regulatory fees while increased software development costs are primarily due to costs associated with our video product. Higher employee related costs are primarily due to increased travel associated with expanding our fiber network throughout Hawaii. These increases were partially offset by the decrease in operating materials due to decreased purchases associated with the expansion of our fiber network in 2023 and a significant wiring project completed in 2022. Payroll related costs also decreased as increased wages due to higher headcount to support our fiber network expansion were more than offset by favorable payroll benefit costs in 2023 compared to the prior year. In addition, the decrease in operating facilities expense is due to lower energy costs.

SG&A expenses increased $21.0 million for 2023 compared to the prior year primarily due to initiatives to support revenue growth as well as increases in payroll related costs, contract services costs, bad debt expense, software development costs and advertising costs. Payroll related costs increased $7.5 million due to additional headcount and higher employee commission expense that is deferred in accordance with ASC 606 and expensed over the average customer life or average contract term. The additional expense is the result of the contract asset increasing subsequent to purchase accounting adjustments recorded as of the Company's merger date, September 7, 2021, as well as increased subscriber counts. In addition, payroll related costs were also impacted by incremental headcount associated with the acquisition of Agile which occurred during the second quarter of 2022. Contract services costs increased $4.3 million due to higher utilization of outside contractors on certain specialized projects and increased insurance expenses primarily related to wildfires on Maui and Hawaii islands. These increases to contract services costs as well as additional legal expenses incurred in 2023 related to the wildfires were partially offset by higher legal expense incurred in 2022 due to a legal dispute in Hawaii. Bad debt expense increased $2.1 million primarily due to favorable collection efforts resulting in lower bad debt expense in 2022. Software development costs increased $1.6 million due to internal software projects. The increase in advertising costs of $1.5 million is due to increased marketing campaigns and promotional events. In addition to these costs, the Company committed to contribute $2.5 million to a voluntary recovery fund established by the State of Hawaii to provide relief to certain beneficiaries impacted by the wildfires.

Depreciation and amortization expenses decreased $38.0 million for 2023 compared to the prior year primarily due to certain assets that were given a shorter useful life when recorded at fair value on the Company's merger date, September 7, 2021, and were fully depreciated by March 31, 2023 and September 30, 2023 in addition to declining amortization expense on certain intangibles.

Restructuring and severance charges recorded in 2023 are related to a severance program as the Company continues to reduce costs and identify efficiencies that can be achieved by further integrating operations between Cincinnati and Hawaii. In the fourth quarter of 2023, severance charges of $7.2 million were recorded related to a voluntary severance program ("VSP") and severance charges of $3.1 million were recorded related to involuntary severance charges.

Network, continued

Capital Expenditures

	Successor		
	Twelve Months Ended December 31, 2023		
(dollars in millions)	Cincinnati	Hawaii	Total
Fioptics capital expenditures			
Construction	$ 191.5	$ 73.6	$ 265.1
Installation	88.8	35.3	124.1
Other	14.1	5.5	19.6
Total Fioptics	294.4	114.4	408.8
Enterprise Fiber	43.4	26.6	70.0
Other	63.5	73.4	136.9
Total Network capital expenditures	$ 401.3	$ 214.4	$ 615.7

	Successor		
	Twelve Months Ended December 31, 2022		
(dollars in millions)	Cincinnati	Hawaii	Total
Fioptics capital expenditures			
Construction	$ 149.5	$ 48.8	$ 198.3
Installation	67.9	24.1	92.0
Other	11.6	4.7	16.3
Total Fioptics	229.0	77.6	306.6
Enterprise Fiber	19.4	21.0	40.4
Other	43.8	61.8	105.6
Total Network capital expenditures	$ 292.2	$ 160.4	$ 452.6

	Successor		
	September 8, 2021 to December 31, 2021		
	Cincinnati	Hawaii	Total
Fioptics capital expenditures			
Construction	$ 30.0	$ 12.4	$ 42.4
Installation	14.7	8.7	23.4
Other	2.9	0.6	3.5
Total Fioptics	47.6	21.7	69.3
Enterprise Fiber	5.8	5.3	11.1
Other	18.2	14.5	32.7
Total Network capital expenditures	$ 71.6	$ 41.5	$ 113.1

	Predecessor		
	January 1, 2021 to September 7, 2021		
	Cincinnati	Hawaii	Total
Fioptics capital expenditures			
Construction	$ 22.3	$ 16.7	$ 39.0
Installation	30.6	9.5	40.1
Other	3.3	0.4	3.7
Total Fioptics	56.2	26.6	82.8
Enterprise Fiber	14.5	9.6	24.1
Other	19.4	23.0	42.4
Total Network capital expenditures	$ 90.1	$ 59.2	$ 149.3

Network, continued

	Non-GAAP Combined Twelve Months Ended December 31, 2021		
	Cincinnati	Hawaii	Total
Fioptics capital expenditures			
Construction	$ 52.3	$ 29.1	$ 81.4
Installation	45.3	18.2	63.5
Other	6.2	1.0	7.2
Total Fioptics	103.8	48.3	152.1
Enterprise Fiber	20.3	14.9	35.2
Other	37.6	37.5	75.1
Total Network capital expenditures	$ 161.7	$ 100.7	$ 262.4

Capital expenditures in Cincinnati are incurred to expand our Fioptics product suite, upgrade and increase capacity for our networks, and to maintain our fiber and copper networks. The Company is focused on building FTTP addresses, and during 2023, we passed 104,100 FTTP addresses in Cincinnati. As of December 31, 2023, the Company is able to deliver its Fioptics services with speeds up to one gigabit or more to 761,300 residential and commercial addresses, or more than 85% of our operating territory in Cincinnati. Cincinnati construction capital expenditures increased $42.0 million for 2023 compared to 2022 due to the timing of capital expenditures, which does not necessarily coincide with the timing of when addresses become available, as well as higher costs to pass addresses. Cincinnati installation capital expenditures increased $20.9 million for 2023 compared to the prior year primarily due to increased activations. Cincinnati installation capital expenditures were also impacted by the timing of expenditures for customer premise equipment ("CPE") utilized for installations.

Enterprise Fiber capital expenditures in Cincinnati are related to success-based fiber builds, including associated equipment, for enterprise and carrier projects to provide ethernet services as well as network refresh projects that ensure that we continue to grow our capacity and services within the network core. Cincinnati Enterprise Fiber capital expenditures increased $24.0 million for 2023 compared to 2022 primarily due to increased capital expenditures contributed by Agile of $19.5 million in 2023 compared to the prior year. Other capital expenditures are related to IT projects, cable and equipment maintenance and capacity additions, real estate upgrades and maintenance, plus other minor capital purchases.

Hawaii construction capital expenditures increased $24.8 million for 2023 compared to 2022 due to building out 71,000 new FTTP addresses in 2023, primarily in rural areas and on the neighbor islands. Hawaii installation capital expenditures increased $11.2 million for 2023 compared to the prior year primarily due to increased internet installations and expenditures for CPE. Enterprise Fiber capital in Hawaii is primarily driven by new ethernet customers as well as upgrades to Ethernet Bandwidth for a large carrier across the network due to a significant contract signed in 2022. Hawaii capital expenditures classified as Other include IT projects, real estate projects, road jobs or plant damage projects, and network upgrades or optimization projects.

IT Services and Hardware

The IT Services and Hardware segment provides end-to-end solutions from consulting to implementation to ongoing optimization. These solutions include Cloud, Communications and Consulting services along with the sale and maintenance of major branded Telecom and IT hardware reported as Infrastructure Solutions. These services and products are provided through the CBTS brand in various geographic areas throughout the United States and Europe and through the OnX brand in Canada. By offering a full range of equipment and strategic services in conjunction with the Company's fiber and copper networks, the IT Services and Hardware segment provides our customers personalized solutions designed to meet their business objectives.

Cloud services include the design, implementation and on-going management of the customer's infrastructure. This includes on-premise, public cloud and private cloud solutions. The Company assists customers with the risk assessment phase through an in-depth understanding of the customer's business as well as designing and building a solution, using either the customer's existing infrastructure or new cloud-based options that transform the way the customer does business.

Communications solutions help to transform the way our customers do business by connecting employees, customers and business partners. By upgrading legacy technologies through customized build projects and reducing customer costs, the Company helps to transform the customer's business. These services include Unified Communications as a Service ("UCaaS"), Software-Defined Wide Area Network ("SD-WAN"), Network as a Service ("NaaS"), Contact Center and Collaboration.

Using our experience and expertise, Infrastructure Solutions are tailored to our customers' organizational goals. We offer a complete portfolio of services that provide customers with efficient and optimized IT solutions that are agile and responsive to their business and are integrated, simplified and manageable. Through consulting with customers, the Company will build a solution using standard manufacturer equipment to meet our customers' specific requirements.

Consulting services help customers assess their business and technology needs and provide the talent needed to ensure success. The Company is a premier provider of application services and IT staffing.

	Successor			Predecessor	Non-GAAP Combined
(dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021	Year Ended December 31, 2021
Revenue:					
Consulting	$ 342.0	$ 339.4	$ 105.5	$ 193.6	$ 299.1
Cloud	118.5	101.7	31.9	66.4	98.3
Communications	224.2	222.3	68.5	149.1	217.6
Infrastructure Solutions	154.0	164.5	53.4	83.3	136.7
Total revenue	838.7	827.9	259.3	492.4	751.7
Operating costs and expenses:					
Cost of services and products	570.2	565.8	172.3	335.6	507.9
Selling, general and administrative	176.1	165.0	51.0	104.8	155.8
Depreciation and amortization	94.0	103.5	31.4	27.9	59.3
Restructuring and severance related charges	3.0	2.0	0.6	1.7	2.3
Transaction and integration costs	2.5	—	—	—	—
Gain on sale of assets, net	—	—	—	(2.8)	(2.8)
Total operating costs and expenses	845.8	836.3	255.3	467.2	722.5
Operating (loss) income	$ (7.1)	$ (8.4)	$ 4.0	$ 25.2	$ 29.2
Operating margin	(0.8)%	(1.0)%	1.5%	5.1%	3.9%
Capital expenditures	$ 25.5	$ 30.1	$ 13.9	$ 15.9	$ 29.8

IT Services and Hardware, continued

Metrics information:	December 31, 2023	December 31, 2022	Change 2023 vs. 2022	% Change 2023 vs. 2022	December 31, 2021	Change 2022 vs. 2021	% Change 2022 vs. 2021
Consulting							
Billable Resources	2,302	2,385	(83)	(3)%	2,385	-	0%
Communications							
NaaS Locations	12,736	11,803	933	8%	10,640	1,163	11%
SD - WAN Locations	9,390	8,729	661	8%	7,174	1,555	22%
Hosted UCaaS Profiles*	310,719	314,838	(4,119)	(1)%	302,766	12,072	4%

* Includes Hawaii Hosted UCaaS Profiles

Revenue

IT Services and Hardware revenue increased $10.8 million for 2023 compared to 2022 as increases in Consulting, Cloud and Communications revenue more than offset the decrease in Infrastructure Solutions revenue. Consulting revenue increased $2.6 million primarily due to existing projects which continued to bill and grow in 2023 partially offset by a reduction in billable resources for two significant consulting projects in 2023. Cloud revenue increased $16.8 million primarily due to providing ongoing monitoring and management services, and to a lesser extent, increased public cloud services as well as increased cloud computing services related to significant customer contracts obtained in prior years which continued to bill and grow in 2023. Communications revenue increased $1.9 million as a result of customers migrating to newer technologies which has increased the Company's NaaS locations and SD-WAN locations. These increases were offset by the decline in legacy communications revenue and professional services projects. Additionally, Hosted UCaaS profiles decreased from the prior year due to a shift in sales focus to certain other strategic products in the Communications practice. Infrastructure Solutions revenue decreased $10.5 million primarily due to a decrease in professional services projects, and to a lesser extent, a decrease in the sale of maintenance services.

Operating Costs and Expenses

IT Services and Hardware cost of services and products increased $4.4 million for 2023 compared to 2022 due to increases in payroll related costs, software development fees, operating taxes, network related costs and employee related costs partially offset by decreased contractor costs. Payroll related costs increased $7.0 million due to additional headcount to support growth in the Cloud practice. Higher software licensing fees of $1.9 million were incurred to support strategic growth in the Communications practice. Operating taxes increased $1.5 million in 2023 compared to the prior year due to an increase in general excise tax. Network related costs increased $1.2 million primarily due to rate increases and increased ASC 606 related costs. Employee related costs also increased $0.6 million primarily due to employee certification and licensing programs. These increases were partially offset by lower contractor costs of $8.9 million in 2023 compared to 2022 due to 83 fewer billable resources compared to December 31, 2022 as a result of consulting projects that were reduced in 2023.

IT Services and Hardware, continued

SG&A expenses increased $11.1 million for 2023 compared to the prior year primarily to support revenue growth, and to a lesser extent, fill roles and implement software that the Company strategically determined will no longer be carried out by shared resources for each of the segments. Software development costs increased $6.2 million due to internal software projects. Payroll related costs increased $2.9 million due to increased headcount and employee commissions while non-employee commissions also increased $1.8 million in 2023 compared to 2022. In addition, contract services costs increased $1.1 million due to increased contractors used for special projects. These increases were partially offset by a decrease in bad debt expense of $1.4 million primarily due to the favorable resolution of reserve balances.

Depreciation and amortization expenses decreased $9.5 million for 2023 compared to 2022 due to certain assets that were given a shorter useful life when recorded at fair value on the Company's merger date, September 7, 2021, and were fully depreciated by December 31, 2022 in addition to declining amortization expense on certain intangibles.

Restructuring and severance charges recorded in the years ended December 31, 2023 and 2022 are associated with initiatives to reduce and contain costs.

Transaction and integration costs recorded in 2023 are related to fees incurred in connection with the sale of the CBTS and OnX businesses.

Capital Expenditures

Capital expenditures are dependent on the timing of success-based projects. Capital expenditures for the year ended December 31, 2023 were primarily related to projects supporting the Cloud and Communications practice. In addition to success-based projects, the Company incurred $6.3 million in capital expenditures for implementation work associated with internal software projects in the year ended December 31, 2023.

Corporate

Corporate is comprised primarily of general and administrative costs that have not been allocated to the business segments and transaction and integration costs related to certain acquisition transactions. Corporate costs totaled $22.9 million in 2023, $32.7 million in 2022 and $82.5 million in the combined Predecessor and Successor periods included within 2021.

Corporate costs decreased by $9.8 million for 2023 compared to 2022 primarily due to lower transaction and integration costs of $10.9 million. Lower transaction and integration costs were partially offset by restructuring and severance charges recorded in the fourth quarter of 2023 of $0.5 million.

Financial Condition, Liquidity, and Capital Resources

Capital Investment, Resources and Liquidity

Short-term view

Our primary source of cash is generated by operations. The Company generated cash flows from operations of $106.0 million and $322.0 million for the years ended December 31, 2023 and 2022, respectively, and $167.7 million in the combined Predecessor and Successor periods included within 2021.

The Company’s primary uses of cash are for working capital requirements, capital expenditures and debt service and, to a lesser extent, to fund pension and retiree medical obligations. Cash was also utilized in 2023 to fund the purchase of fiber assets and the acquisition of OTT. In 2022, the Company paid cash consideration of $65.5 million related to the acquisition of Agile. In connection with the Merger and the initial capitalization by Parent in 2021, the Company paid $807.3 million as consideration to Common Shareholders, including restricted stock awards that vested on the Merger Date to certain employees, $155.2 million as consideration to Preferred Shareholders and $44.0 million of transaction costs primarily related to legal costs and acquisition-related advisory fees associated with the Merger.

In August 2023, Parent committed to make capital contributions of $600.0 million to the Company, of which $400.0 million was received in the third quarter of 2023 and $200.0 million will be received in the fourth quarter of 2024. The capital contribution received was used to repay borrowings on the Company's Revolving Credit Facility due 2026, fund capital expenditures, and fund working capital.

In connection with the Merger, at the Effective Time, the Company entered into a new Credit Agreement (the "Credit Agreement") and terminated the existing Corporate Credit Agreement. The Credit Agreement initially provided for (i) a five-year $275 million senior secured revolving credit facility, including both a letter of credit subfacility of up to $40 million and a swingline loan subfacility of up to $10 million (the “Revolving Credit Facility due 2026”) and (ii) a seven-year $150 million senior secured term loan facility (the “Term B-1 Loans”). The Revolving Credit Facility due 2026 matures in September 2026 and the Term B-1 Loans mature in September 2028. Borrowings under the Term B-1 Loans were used to refinance existing company indebtedness, finance a portion of the fees and expenses relating to the acquisition of the Company and the establishment of the Credit Agreement, and for working capital and general corporate purposes. The Company capitalized $32.0 million of costs incurred as a result of the Term B-1 Loans as a reduction of debt. In addition, $6.1 million of costs incurred as a result of the Revolving Credit Facility due 2026 were capitalized and recorded in “Other noncurrent assets.”

In November 2021, the Company entered into an Amendment (the “Amendment No. 1”) to the Credit Agreement to provide for, among other things, (i) a $125.0 million upsize to the Revolving Credit Facility due 2026, increasing the total commitments under the Revolving Credit Facility due 2026 to $400.0 million, (ii) a $350.0 million incremental increase to the Term B-1 Loans (the “Incremental Term B-1 Loans Increase”), increasing the aggregate principal amount of Term B-1 Loans to $500.0 million, and (iii) the incurrence of a new tranche of $650.0 million aggregate principal amount of senior secured term loans (the “Term B-2 Loans”). The proceeds of the Incremental Term B-1 Loans Increase and the Term B-2 Loans were used by the Company to redeem in full all of the Company’s existing 7.000% Senior Notes due 2024 (the “2024 Notes”) and 8.000% Senior Notes due 2025 (the “2025 Notes”), and to pay fees and expenses in connection thereto. The Term B-2 Loans mature in November 2028. The Amendment No. 1 also extended the maturity of all Term B-1 Loans to November 2028 and reduced the interest applicable to the Term B-1 Loans and the Revolving Credit Facility due 2026. The Amendment No. 1 also provided for the transition of the benchmark rate of interest under the Credit Agreement from LIBOR to Term SOFR. As a result of the Amendment No. 1, the Company incurred deferred financing costs of $4.3 million and $9.7 million related to the Incremental Term B-1 Loans Increase and the Term B-2 Loans, respectively, and capitalized the amounts as a reduction to the outstanding debt balances. In addition, $1.3 million of costs incurred related to increasing the capacity of the Revolving Credit Facility due 2026 were capitalized and recorded in “Other noncurrent assets.”

In May 2023, the Company entered into an Incremental Amendment to the Credit Agreement (the "Incremental Amendment”) to provide for the incurrence of a new tranche of $200.0 million senior secured term loans (the “Term B-3 Loans”). The proceeds of the Term B-3 Loans were used to repay a portion of the loans outstanding under the Revolving Credit Facility due 2026, repay in full the remaining 7 $^{1}/_{4}$% Notes due 2023 upon maturity in the second quarter of 2023, and for other general corporate purposes. The Term B-3 Loans will mature in November 2028. All other material terms, conditions and covenants of the Credit Agreement were unchanged by the Incremental Amendment. In addition, the Company incurred deferred financing costs of $1.9 million related to the issuance of the Term B-3 Loans and capitalized the amount as a reduction to the outstanding debt balance in 2023.

One of the syndicated lenders of the Term B-1 Loans and Term B-3 Loans in the Credit Agreement is a cooperative bank owned by its customers. Annually, this bank distributes patronage in the form of cash and stock in the cooperative based on the Company’s average outstanding loan balance. The Company will recognize the patronage, generally as declared, in “Other (income) expense, net.” The stock component will be recognized at its stated cost basis. The Company received $5.0 million in patronage dividends in 2023.

The Credit Agreement has a financial covenant that requires the Company to maintain a Senior Secured Net Leverage Ratio (as defined in the Credit Agreement) of 5.75 to 1.00 when the utilization under the Revolving Credit Facility due 2026 exceeds 35%. In addition, the Credit Agreement contains customary affirmative and negative covenants, including but not limited to, restrictions on the Company's ability to incur additional indebtedness, create liens, pay dividends, make certain investments, prepay other indebtedness, sell, transfer, lease, or dispose of assets and enter into, or undertake, certain liquidations, mergers, consolidations or acquisitions.

The Credit Agreement contains customary events of default (which are in some cases subject to certain exceptions, thresholds and grace periods), including, but not limited to, nonpayment of principal or interest, failure to perform or observe covenants, breaches of representations and warranties, cross-defaults with certain other indebtedness, certain bankruptcy-related events or proceedings, final monetary judgments or orders, ERISA defaults, invalidity of loan documents or guarantees, and certain change of control events. If the Company was to violate any of its covenants and was unable to obtain a waiver, it would be considered a default. If the Company was in default under the Credit Agreement, no additional borrowings under the Revolving Credit Facility due 2026 would be available until the default was waived or cured. See Item 1A. Risk Factors in this Form 10-K where a more in-depth explanation of default consequences appears.

The Term B-1 Loans, Term B-2 Loans and Term B-3 Loans are subject to the same affirmative and negative covenants and events of default as the Revolving Credit Facility due 2026, except that a breach of the financial covenants will not result in an event of default under the Term B-2 Loans unless and until the agent or a majority in interest of the lenders under the Revolving Credit Facility due 2026 have terminated their commitments under the Revolving Credit Facility due 2026 and accelerated the loans then outstanding under the Revolving Credit Facility due 2026 in response to such breach in accordance with the terms and conditions of the Credit Agreement.

Capital expenditures increased $158.6 million for 2023 compared to 2022 primarily due to the increase in the Network segment as a result of increased construction and installation capital expenditures associated with the expansion of our fiber network.

Interest payments were $157.0 million in 2023, $84.6 million in 2022 and $135.6 million for the combined Predecessor and Successor periods included within 2021. Interest payments increased for 2023 compared to 2022 due to higher interest rates on the Company's variable-rate borrowings in addition to interest payments related to the Term B-3 Loans entered into in the second quarter of 2023 and increased borrowings on the Revolving Credit Facility due 2026 and accounts receivable securitization facilities. Our contractual debt maturities in 2024, including finance lease obligations and other financing arrangements, are $27.7 million and contractual interest payments are expected to be approximately $160 million.

On January 31, 2023, the Company, together with certain of its U.S. and Canadian subsidiaries, made certain amendments (the “Amendments”) to the Company’s accounts receivable securitization facility ("Receivables Facility"). The Amendments amend the Receivables Facility to, among other things: (i) increase the total maximum borrowing capacity to $280.0 million, (ii) separate the Receivables Facility into two separate facilities, with (A) the existing Receivables Facility (the “Network Receivables Facility”), as amended by the Amendments, covering receivables originated by certain U.S. subsidiaries of the Company including Cincinnati Bell Telephone Company LLC, Hawaiian Telcom Communications, Inc. and certain of their respective subsidiaries having a maximum borrowing capacity of $55.0 million and (B) a new facility (the “CBTS Receivables Facility”) covering receivables originated by certain U.S. and Canadian subsidiaries of the Company including CBTS Technology Solutions LLC and OnX Enterprise Solutions Ltd. having a maximum borrowing capacity of $225.0 million, (iii) move the receivables monetization arrangements from the Network Receivables Facility to the CBTS Receivables Facility, and (iv) make applicable technical and conforming changes thereto. In addition, the Amendments extend the renewal dates of each facility to January 2025 and the termination dates of each facility to January 2026.

As of December 31, 2023, we had $268.0 million of short-term liquidity, comprised of $9.1 million of cash and cash equivalents, $247.5 million of undrawn capacity on our Revolving Credit Facility due 2026, $9.4 million available under the CBTS Receivables Facility and $2.0 million available under the Network Receivables Facility.

Capacity on the Network Receivables Facility and the CBTS Receivables Facility is calculated and will continue to be calculated based on the quantity and quality of outstanding accounts receivables. Therefore if the Company experiences declines in revenue or extends discounts to customers, the capacity could be negatively impacted and reduce our short-term liquidity. While we expect to continue to renew the Network Receivables Facility and CBTS Receivables Facility, we would be required to use cash, our Revolving Credit Facility due 2026, or other sources to repay any outstanding balances on the facilities if they were not renewed.

On February 2, 2024, the Company entered into a definitive purchase agreement (the "Purchase Agreement") with TowerBrook Capital Partners ("TowerBrook") in which TowerBrook will acquire the CBTS and OnX businesses from the Company for a purchase price of $670.0 million. The Purchase Agreement is subject to customary closing conditions and is expected to close in the second half of 2024, although there can be no assurance that the Purchase Agreement will close by that date.

On February 2, 2024, the Company executed an amendment to the CBTS Receivables Facility to extend the renewal date of the facility to April 2025 and replace the Canadian Dollar Offer Rate ("CDOR"), the benchmark rate of interest for borrowings denominated in Canadian dollars, with the Canadian Overnight Repo Rate Average ("CORRA"). All other material terms and conditions of the CBTS Receivables Facility were unchanged by the amendment.

Management believes that cash on hand, operating cash flows, its Revolving Credit Facility due 2026, its Network Receivables Facility and CBTS Receivables Facility, and the expectation that the Company will continue to have access to capital markets to refinance debt and other obligations as they mature and come due, should allow the Company to meet its cash requirements for the foreseeable future.

Long-term view, including debt covenants

As of December 31, 2023, the Company had $1,863.5 million of outstanding indebtedness and an accumulated deficit of $350.8 million. In addition to the uses of cash described in the *Short-term view* section above, the Company has to satisfy its long-term debt obligations. The Company has no significant debt maturities until 2026. In addition, we have ongoing obligations to fund our qualified pension plans. Funding requirements for future years are uncertain and will significantly depend on changes in future actuarial assumptions. It is also possible that we will use a portion of our cash flows generated from operations for de-leveraging in the future, including discretionary, opportunistic repurchases of debt prior to the scheduled maturities. See Note 7 to the accompanying consolidated financial statements contained in "Part II. Item 8. Financial Statements and Supplementary Data" for further details regarding our outstanding debt and other financing arrangements, including certain information about maturities, covenants and restrictions related to such debt and financing arrangements.

As of December 31, 2023, the Company was in compliance with the Credit Agreement covenants and ratios.

While the Company is no longer subject to the filing requirements under the Securities Exchange Act of 1934, as amended, following the merger transaction, certain covenants included in the indenture for the Cincinnati Bell Telephone Notes due 2028 require the Company to make ongoing voluntary filings with the SEC.

Management believes that cash on hand, operating cash flows, its Revolving Credit Facility due 2026, its Network Receivables Facility and CBTS Receivables Facility, and the expectation that the Company will continue to have access to capital markets to refinance debt and other obligations as they mature and come due, should allow the Company to meet its cash requirements for the foreseeable future.

Cash Flows

Cash flows from operating activities

Cash provided by operating activities in 2023 was $106.0 million, a decrease of $216.0 million compared to 2022. The decrease is due to higher interest payments of $72.4 million in 2023 compared to the prior year due to higher interest rates on the Company's variable-rate borrowings, increased borrowings on the Company's credit facilities, and interest payments related to the Term B-3 Loans entered into in the second quarter of 2023. In addition, changes in the amount of accounts receivable sold on the Company's former Receivables Facility in 2022 and the CBTS Receivables Facility in 2023 resulted in decreased cash flows of $110.1 million in 2023 compared to 2022. Increased cash outflow is also due to increased working capital associated with the IT Services and Hardware segment as well as increased inventory by the Network segment to support the accelerated build strategy compared to the prior year.

Cash flows from investing activities

Cash used in investing activities in 2023 totaled $654.2 million, an increase of $100.5 million compared to the prior year due to the increase in capital expenditures along with acquisitions of fiber assets primarily associated with extending the Company's fiber network. The increase was partially offset by cash payments totaling $65.5 million for the acquisition of Agile in 2022 and the purchase of perpetual licenses for a block of IP addresses for $6.8 million in 2022 to be used as the Company continues to add internet subscribers as we extend the network.

Cash flows from financing activities

Cash provided by financing activities totaled $547.8 million in 2023 primarily due to a capital contribution from Parent of $400.0 million, the issuance of $200.0 million of Term B-3 Loans and net borrowings on the receivables facilities of $58.7 million. These increases were partially offset by net payments on the Revolving Credit Facility due 2026 of $70.5 million and debt repayments of $47.8 million consisting of the repayment of the remaining $22.3 million outstanding principal amount of its 7 1/4% Notes due 2023 upon the maturity date of the notes in the second quarter of 2023 and payments related to the Term B-1 Loans, Term B-2 Loans, Term B-3 Loans and finance leases.

Cash provided by financing activities totaled $238.6 million in 2022 due to net borrowings of $223.0 million and $33.9 million on the Revolving Credit Facility due 2026 and Receivables Facility, respectively, partially offset by debt repayments of $20.3 million primarily related to the Term B-1 Loans, Term B-2 Loans and finance leases.

Future Operating Trends

Network

We continue to mitigate the revenue decline experienced with our Legacy products with increases in revenue of our fiber-based products. In addition, the merger with Hawaiian Telcom has allowed us to build scale and fiber density to help capitalize on the growing demands for internet speeds that only a fiber network can provide. We expect the desire by customers for increased internet speeds will only continue as evidenced by the fact that approximately 90% of Cincinnati's internet customers subscribe to speeds of 100 megabits or more, compared to approximately 80% and 70% subscribed to such speeds in 2022 and 2021, respectively. As of December 31, 2023, approximately 75% of internet customers in Hawaii subscribed to speeds of 100 megabits or more, compared to approximately 65% and 55% subscribed to such speeds in 2022 and 2021, respectively. In 2022, we started building outside of the Greater Cincinnati market in Dayton, Ohio and will continue to build addresses in this market throughout 2024. In order to support the Dayton network build, the Company has opened a sales office and purchased land and buildings for warehousing inventory and for central offices. The Company will also work to identify new opportunities for expansion in adjacent markets to Greater Cincinnati and Dayton.

During 2024, we expect continued competition for internet, voice and video services as the cable competitor in the Cincinnati market continues to target areas where we have copper and FTTN. Due to this competition, as well as customers migrating to obtaining video programming over broadband Internet connections, we expect to continue to see a decline in video subscribers as well as FTTN and DSL internet subscribers. In the Hawaii market, we also expect continued competition for internet, voice and video services as the cable competitor has increased advertising subsequent to our acquisition of Hawaiian Telcom.

In 2024, we plan to invest approximately $300 million for Fioptics, including construction, installation and value-added services. Our focus for 2024 in the Cincinnati, Dayton and Hawaii markets is to identify opportunities to expand our FTTP footprint to residential and commercial addresses with the highest return profile, to upgrade the remaining FTTN addresses to FTTP addresses, increase penetration, and drive operational efficiencies. We will take a FTTP internet-based focus due to the increased relevance of this product and the high return profile that it provides. Furthermore, we will apply a similar strategy as we identify opportunities to expand our network footprint in areas outside the Greater Cincinnati market and pursue out of market subsidized fiber build opportunities. The planned construction of the fiber network build could be negatively impacted by availability of staffing and third party contractors that will be necessary in order to meet our construction targets. Additionally, issues in the supply chain and obtaining the necessary equipment and supplies may also impact the planned construction timeline. As we expand outside of the Greater Cincinnati market, there could be a need for additional real estate and building space for central offices and sales offices to support new markets.

For our enterprise fiber customers, we expect to continue to see a migration from Legacy products and copper-based technology to higher bandwidth fiber solutions as evidenced by the 17% and 38% increases in Ethernet Bandwidth in Cincinnati and Hawaii, respectively, in 2023 compared to 2022.

Contractual Obligations

The following table summarizes our material contractual obligations and borrowings as of December 31, 2023:

(dollars in millions)	Payments due by Period		
	Total	Within the next 12 months	Beyond the next 12 months
Long-term debt, excluding finance leases and other financing arrangements (1)			
Principal amount	$ 1,840.6	$ 14.0	$ 1,826.6
Interest payments (2)	678.6	153.8	524.8
Finance leases (3)			
Principal amount	55.9	13.1	42.8
Interest payments (2)	11.2	3.7	7.5
Non-cancellable operating lease obligations	150.5	15.5	135.0
Purchase obligations (4)	332.7	332.7	—
Pension and postretirement benefits obligations (5)	36.7	10.7	26.0
Unrecognized tax benefits (6)	19.6	—	19.6
Other liabilities (7)	91.9	14.7	77.2
Total	$ 3,217.7	$ 558.2	$ 2,659.5

(1) Excludes net unamortized discounts and fair value adjustments recorded on the Merger Date.

(2) Assumes no early payment of debt in future periods. The interest rate applied on variable rate borrowings is the rate in effect as of December 31, 2023.

(3) Includes finance lease obligations primarily related to vehicles, network equipment used in the deployment of our fiber network and to provide our IT managed services, and wireless towers assumed from our discontinued operations.

(4) Includes amounts under open purchase orders and open blanket purchase orders for purchases of network, IT and telephony equipment, video content, and other goods; contractual obligations for services such as software maintenance and outsourced services; and other purchase commitments.

(5) Includes payments for Cincinnati and Hawaii Pension and Postretirement Plans as well as other employee retirement agreements. Amounts due within the next 12 months include approximately $7 million expected to be contributed for postretirement benefits. Although the Company expects to continue operating the plans past the next 12 months, its contractual obligation related to postretirement obligations only extends through 2024. Amounts for 2024 through 2033 include approximately $14 million of estimated cash contributions to the qualified pension plans with approximately $1 million of cash contributions due within the next 12 months. Expected qualified pension plan contributions are based on current plan design, legislation and current actuarial assumptions. Any changes in plan design, legislation or actuarial assumptions may also affect the expected contribution amount.

(6) Includes the portion of liabilities related to unrecognized tax benefits. If the timing of payments cannot be reasonably estimated for unrecognized tax benefits, these liabilities are included in the "Beyond the next 12 months" column of the table above.

(7) Includes contractual obligations primarily related to asset removal obligations, liabilities related to the pole license agreement obligation, deferred vendor rebates and other financing arrangements.

The amount of these obligations can be expected to change over time as new contracts are initiated and existing contracts are completed, terminated, or modified.

Contingencies

We are subject to various lawsuits, actions, proceedings, claims and other matters asserted under laws and regulations in the normal course of business. We believe that the amounts provided in our consolidated financial statements, as prescribed by generally accepted accounting principles, are adequate in light of those contingencies that are probable and able to be estimated. However, there can be no assurances that the actual amounts required to satisfy alleged liabilities from various legal proceedings, claims, tax examinations, and other matters, including the matters discussed below and to comply with applicable laws and regulations, will not exceed the amounts reflected in our consolidated financial statements. As such, costs, if any, that may be incurred in excess of those amounts provided as of December 31, 2023, cannot be reasonably determined.

Based on information currently available, consultation with counsel, available insurance coverage and established reserves, management believes that the eventual outcome of all outstanding claims will not, individually or in the aggregate, have a material effect on the Company's financial position, results of operations or cash flows.

Off-Balance Sheet Arrangements

Indemnifications

During the normal course of business, the Company makes certain indemnities, commitments, and guarantees under which it may be required to make payments in relation to certain transactions. These include: (a) intellectual property indemnities to customers in connection with the use, sale, and/or license of products and services, (b) indemnities to customers in connection with losses incurred while performing services on their premises, (c) indemnities to vendors and service providers pertaining to claims based on negligence or willful misconduct, (d) indemnities involving the representations and warranties in certain contracts, and (e) outstanding letters of credit which totaled $17.2 million as of December 31, 2023. In addition, the Company has made contractual commitments to several employees providing for payments upon the occurrence of certain prescribed events. The majority of these indemnities, commitments, and guarantees do not provide for any limitation on the maximum potential for future payments.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States. Application of these principles requires management to make estimates or judgments that affect the amounts reported in the financial statements and accompanying notes. These estimates are based on information available as of the date of the financial statements; accordingly, as this information changes, the financial statements could reflect different estimates or judgments. Certain accounting policies inherently have a greater reliance on the use of estimates, and, as such, have a greater possibility of producing results that could be materially different than originally reported.

Our most significant accounting policies are presented in Note 1 to the consolidated financial statements. Management views critical accounting policies to be those policies that are highly dependent on subjective or complex judgments, estimates or assumptions, and where changes in those estimates and assumptions could have a significant impact on the consolidated financial statements. We have discussed our most critical accounting policies, judgments and estimates with our Audit and Finance Committee.

The discussion below addresses major judgments used in:

- business combinations
- reviewing the carrying values of goodwill and definite-lived intangible assets;
- accounting for income taxes; and
- accounting for pension and postretirement obligations.

Business Combinations — In accounting for business combinations, we apply the accounting requirements of FASB ASC 805, "Business Combinations," which requires the recording of net assets of acquired businesses at fair value. The Company utilizes management estimates and an independent third-party valuation firm to assist in determining the fair values of acquired assets and assumed liabilities. In developing estimates of the fair value of net assets, the Company analyzes a variety of factors including market data, estimated future cash flows of the acquired operations, industry growth rates, current replacement cost for fixed assets, and market rate assumptions for contractual obligations. Such a valuation requires management to make significant estimates and assumptions, particularly with respect to the intangible assets and network assets. The Company reports in its consolidated financial statements provisional amounts for the items for which accounting is incomplete. Goodwill is adjusted for any changes to provisional amounts made within the measurement period.

Reviewing the Carrying Values of Goodwill and Definite-lived Intangible Assets — We amortize intangible assets over their useful lives unless we determine such lives to be indefinite. We evaluate goodwill annually or whenever events or changes in circumstances indicate the carrying value may not be recoverable. For impairment testing, goodwill has been assigned to reporting units which consist of the Company's Network business, IT Services and Hardware business and Agile business.

The Company adheres to the guidance under ASC 350-20 in testing goodwill for impairment. Under this guidance, the Company has the option of performing a qualitative assessment for impairment prior to performing the quantitative tests. In connection with the Merger, goodwill and intangible assets were remeasured at fair value as of the Merger Date for the Network business and the IT Services and Hardware business. Goodwill and intangible assets for Agile were measured at fair value as of the Agile acquisition date on May 2, 2022. We perform our annual impairment tests in the fourth quarter on October 1st when our long term plan is updated based on the following steps:

Step 0 or Qualitative assessment - Evaluate qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount, including goodwill. The factors we consider include, but are not limited to, macroeconomic conditions, industry and market considerations, cost factors, overall financial performance or events specific to that reporting unit. If or when we determine it is more likely than not that the fair value of a reporting unit is less than the carrying amount, including goodwill, we would move to Step 1 of the quantitative method.

Step 1 - Compare the fair value for each reporting unit to its carrying value, including goodwill. Fair value is determined based on a combination of valuation methods, including both income-based and market-based methods. The income-based approach utilizes a discounted cash flow model using projected cash flows derived from the long term plan, adjusted to reflect market participants' assumptions. Expected future cash flows are discounted at the weighted average cost of capital applying a market participant approach. The market-based approach utilizes earnings multiples from comparable publicly-traded companies. A goodwill impairment charge is recognized for the amount that the carrying amount of a reporting unit, including goodwill, exceeds its fair value, limited to the total amount of goodwill allocated to that reporting unit. If a reporting unit's fair value exceeds the carrying value, no further work is performed and no impairment charge is necessary.

The Company performed a quantitative analysis of goodwill utilizing Step 1 guidance in 2023 and 2022 for the Network business and the IT Services and Hardware business and concluded that the fair values exceeded the carrying values and goodwill was not impaired. The Company performed a qualitative assessment utilizing Step 0 guidance for Agile goodwill due to the limited amount of time that passed from the acquisition date and the testing date and concluded that it is more likely than not that the fair value exceeded the carrying value and goodwill was not impaired. In the Successor period of 2021, the Company performed a qualitative assessment and concluded that it was more likely than not that the fair values exceeded the carrying values and goodwill and indefinite-lived intangible assets were not impaired. No goodwill or indefinite-lived intangible asset impairment losses were recognized in 2023 and 2022, and the Successor and Predecessor periods included within 2021.

We use the income approach to determine the fair value of our definite-lived trade names and customer relationships intangible assets. Our projections used in the income approach to determine the fair value of our definite-lived trade names and customer relationships intangible assets include assumptions for growth rates of sales, costs, and profits, which are based on various long-range financial and operational plans. Additionally, discount rates used in the definite-lived intangible analysis are based on a weighted-average cost of capital, driven by interest rates, as well as credit ratings and financing abilities, among other factors.

Changes in certain assumptions could have a significant impact on the impairment tests for goodwill. The most critical assumptions are projected future growth rates, EBITDA margin, terminal growth rate, discount rate selection, peer group determination and market multiples. These assumptions are subject to change as the Company's long-term plans and strategies are updated each year. As of the annual testing date, each reporting unit's fair value exceeded the carrying value of the reporting unit, and as such, there is no goodwill impairment. However, the quantitative analysis of goodwill for the Network reporting unit indicated that the cushion between its estimated fair value and carrying value was less than 10% as of the October 1, 2023 assessment date. The estimated fair value determination requires judgment and is sensitive to changes in the underlying assumptions discussed above. Accordingly, if current cash flow assumptions are not realized or other macroeconomic factors adversely impact other assumptions, it is possible that an impairment charge may be recorded in the future.

Accounting for Income Taxes — The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction as well as various foreign, state and local jurisdictions. The Company's previous tax filings are subject to normal reviews by regulatory agencies until the related statute of limitations expires. With few exceptions, the Company is no longer subject to U.S. federal, state or local examinations for years prior to 2019.

The Company has net operating loss carryforwards at the federal, foreign, state and local levels. Federal net operating loss carryforwards are available to offset taxable income in current and future periods. On its 2022 income tax return filed in 2023, the Company utilized the $55.8 million tranche of Federal operating loss carryforwards that would otherwise have expired. The next remaining material tranche of Federal net operating loss carryforwards will expire, if not utilized, in 2031. The ultimate realization of the deferred income tax assets depends upon our ability to generate future taxable income during the periods in which basis differences and other deductions become deductible and prior to the expiration of the net operating loss carryforwards. The Company assessed all available positive and negative evidence to determine whether it expects that sufficient future taxable income will be generated to allow it to realize its existing deferred tax assets. Based on this analysis, there are not sufficient sources of future taxable income (e.g. reversing deferred tax liabilities) for management to conclude that it is more likely than not that the Company will utilize all available federal net operating loss carryforwards prior to their expiration, so a partial valuation allowance was recorded in 2023. In addition, realization of certain state, local and foreign net operating losses, as well as other deferred tax assets, is not certain. Changes in our current estimates due to such factors as unanticipated market conditions and legislative developments could have a material effect on our ability to utilize deferred tax assets. As a result of the Merger, Section 382 of the Internal Revenue Code and similar state provisions place potential limitations on the Company's ability to fully utilize existing deferred tax assets related to federal and state net operating losses.

Valuation allowances of $32.8 million and $15.7 million have been recognized as of December 31, 2023 and 2022, respectively. These valuation allowances are primarily against U.S. federal, state and local net operating losses and state credits.

As of December 31, 2023 and 2022, the liabilities for unrecognized tax benefits were $19.6 million and $19.3 million, respectively. The liability is representative of tax positions taken where tax authorities' interpretation of the appropriate tax treatment may differ from the position the Company has taken. As of December 31, 2023, the amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate is $19.3 million. Accrued interest related to unrecognized tax benefits is recognized in interest expense.

Accounting for Pension and Postretirement Obligations — In accounting for pension and postretirement expenses, we apply ASC 715, "Compensation — Retirement Benefits." A liability has been recognized on the Consolidated Balance Sheets for the unfunded status of the pension and postretirement plans. Actuarial gains (losses) and prior service costs (benefits) that arise during the period are recognized as a component of "Accumulated other comprehensive income" on the Consolidated Balance Sheets.

The Company sponsors noncontributory defined benefit pension plans for eligible management employees, non-management employees, and certain former senior executives. We also provide healthcare and group life insurance benefits for eligible retirees. The measurement date for our pension and postretirement obligations is as of December 31. When changes to the plans occur during interim periods, management reviews the changes and determines if a remeasurement is necessary. Effective December 31, 2023, an amendment was approved to merge the Hawaiian Telcom Management Pension Plan into the Cincinnati Bell Management Pension Plan. In the fourth quarter of 2022, an amendment to the Hawaii postretirement health and life insurance plans was approved by the Union which decreased the maximum subsidy certain employees could receive for Medicare Part B Premiums to the standard amount. A remeasurement of the Hawaii postretirement health and life insurance plans was performed as of October 1, 2022. With the exception of the previously discussed amendments, no other amendments to the plans were made during 2023 or 2022.

The measurement of our pension and postretirement projected benefit obligations involves significant assumptions and estimates. Each time we remeasure our projected benefit obligations, we reassess the significant assumptions and estimates. The actuarial assumptions attempt to anticipate future events and are used in calculating the expenses and liabilities related to these plans. The most significant of these numerous assumptions, which are reviewed annually, include the discount rate, rate of return and healthcare cost trend rates.

Discount rate

A discount rate is used to measure the present value of projected benefit obligations. The discount rate for each plan is individually calculated based upon the timing of expected future benefit payments. Our discount rates are derived based upon a yield curve developed to reflect yields available on high-quality corporate bonds as of the measurement date. As of December 31, 2023, the average discount rate used to value the Cincinnati pension plans and postretirement plans was 5.00%. As of December 31, 2022, the average discount rate used to value the Cincinnati pension plans and postretirement plans was 5.40%. As of December 31, 2023, the average discount rate used to value the Hawaii pension plan for union employees was 5.00% while the average discount rate used to value the Hawaii postretirement plans was 5.10%. As of December 31, 2022, the average discount rate used to value the Hawaii pension plans was 5.40% while the average discount rate used to value the Hawaii postretirement plans was 5.50%. Lower rates of interest available on high-quality corporate bonds drove the decrease in the discount rates in 2023.

Expected rate of return

The expected long-term rate of return on plan assets, developed using the building block approach, is based on the mix of investments held directly by the plans and the current view of expected future returns, which is influenced by historical averages. The required use of an expected versus actual long-term rate of return on plan assets may result in recognized pension expense or income that is greater or less than the actual returns of those plan assets in any given year. Over time, however, the expected long-term returns are designed to approximate the actual long-term returns. For the year ended December 31, 2023, the estimated long-term rate of return was 6.00% for the Cincinnati pension plan assets, 5.50% for the union Hawaii pension plan assets and 5.00% for the nonunion Hawaii pension plan assets. For the year ended December 31, 2022, the estimated long-term rate of return was 5.80% for the Cincinnati pension plan assets, 5.00% for the union Hawaii pension plan assets and 4.50% for the nonunion Hawaii pension plan assets. The long-term rate of return on the Cincinnati and Hawaii postretirement plan assets was estimated to be zero for the disclosed periods as these plans have minimal assets with a low rate of return. Actual asset returns for the Cincinnati pension trusts were gains of 13.02% in 2023 and losses of 21.77% in 2022. Actual asset returns for the Hawaii pension trusts were gains of 11.32% in 2023 and losses of 26.20% in 2022. In our pension calculations, the market-related value of assets is equal to the fair market value. Differences between actual and expected returns are recognized in the market-related value of plan assets over five years.

Healthcare cost trend

Our healthcare cost trend rate is developed based on historical cost data, the near-term outlook and an assessment of likely long-term trends. As of December 31, 2023 and 2022, the healthcare cost trend rate used to measure the Cincinnati postretirement health benefit obligations was 7.0% and 6.5%, respectively. As of December 31, 2023, the healthcare cost trend rate for the Cincinnati plans is assumed to decrease gradually to 4.8% by the year 2033. As of both December 31, 2023 and 2022, the Hawaii postretirement plans have exceeded the per capita cost caps, and therefore, the healthcare cost trend does not apply.

The actuarial assumptions used may differ materially from actual results due to the changing market and economic conditions and other changes. Revisions to and variations from these estimates would impact liabilities, equity, cash flow and other components of pension and postretirement benefit plans expense.

The following table represents the sensitivity of changes in certain assumptions related to the Cincinnati pension and postretirement plans as of December 31, 2023:

(dollars in millions)	% Point Change	Pension Benefits (Decrease)/ Increase in Obligation	Pension Benefits (Decrease)/ Increase in Expense	Postretirement and Other Benefits (Decrease)/ Increase in Obligation	Postretirement and Other Benefits (Decrease)/ Increase in Expense
Discount rate	+/- 0.5%	($13.9)/$13.9	($0.6)/$0.6	($1.9)/$2.1	$(0.2)/$0.2
Expected return on assets	+/- 0.5%	n/a	($1.2)/$1.2	n/a	($0)/$0

The following table represents the sensitivity of changes in certain assumptions related to the Hawaii pension and postretirement plans as of December 31, 2023:

(dollars in millions)	% Point Change	Pension Benefits (Decrease)/ Increase in Obligation	Pension Benefits (Decrease)/ Increase in Expense	Postretirement and Other Benefits (Decrease)/ Increase in Obligation	Postretirement and Other Benefits (Decrease)/ Increase in Expense
Discount rate	+/- 0.5%	($3.8)/$3.8	($0.4)/$0.4	($3.0)/$3.3	$(0.5)/$0.5
Expected return on assets	+/- 0.5%	n/a	($0.6)/$0.6	n/a	n/a

At December 31, 2023 and 2022, unrecognized actuarial net gains were $42.5 million and $36.3 million, respectively. The unrecognized net gains (losses) have been primarily generated by differences between assumed and actual rates of return on invested assets, changes in discount rates, healthcare costs and the amendment to the Hawaii postretirement health and life insurance plans in 2022. Because gains and losses reflect refinements in estimates, as well as real changes in economic values, and because some gains in one period may be offset by losses in another or vice versa, we are not required to recognize these gains and losses in the periods that they occur. Unrecognized actuarial gains or losses that exceed 10% of the projected benefit obligation are amortized on a straight-line basis over the average life expectancy of the participant group for the Cincinnati pension plans and Hawaii pension plans, the average future working lifetime of active employees for the Cincinnati postretirement plans and the average remaining service period of active employees for the Hawaii postretirement plans.

Regulatory Matters and Competitive Trends

Federal - The Telecommunications Act of 1996 (the "1996 Act") was enacted with the goal of establishing a pro-competitive, deregulatory framework to promote competition and investment in advanced telecommunications facilities and services to all Americans. From 1996 to 2008, federal regulators considered a multitude of proceedings aimed at promoting competition and deregulation. Although the 1996 Act called for a deregulatory framework, the FCC continued to maintain significant regulatory restraints on the traditional ILECs while increasing opportunities for new competitive entrants and new services by applying minimal regulation. Since 2009, federal regulators have devoted considerable attention to initiatives aimed at promoting investment in, and adoption of, advanced telecommunications services, particularly broadband Internet access services. Simultaneously, the FCC has been adopting measures that it believes would promote competition, protect consumers, reform universal service, and enhance public safety and national security. From 2017 through 2020, the FCC increasingly focused on eliminating burdensome and unnecessary regulations that impede broadband investment. However, with the change in administration in 2021 and the continuation of the COVID-19 pandemic, measures to close the digital divide in both rural and urban areas have been at the top of the FCC’s agenda and will likely remain there for the foreseeable future. President Biden nominated Anna Gomez to the FCC in May 2023, and she was confirmed by the Senate on September 7, 2023. With this confirmation, the FCC has its full complement of commissioners who have since voted on a number of items including net neutrality, digital discrimination and data privacy. We continue to monitor the changing regulatory environment for any potential impacts, particularly on the following proceedings.

Universal Service

The federal Universal Service Fund ("USF") is funded via an assessment on the interstate end-user revenue of all telecommunications carriers and interconnected VoIP providers. The assessment is used to support high cost, low income, rural healthcare, and schools and libraries programs. During 2023, the quarterly USF assessment rate remained at historic highs, continuing to lead for calls from industry and consumer groups for the FCC to re-evaluate the USF contribution mechanism. Although there is no indication that the FCC intends to initiate a proceeding to do so in the near term, several lawsuits have been filed challenging the constitutionality of the USF, two of which were litigated to the 5th and 11th Circuit Courts of Appeals. Both were unanimously rejected by the panel of judges. There is another related case set to be heard by the D.C. Circuit in late January 2024.

In October 2011, the FCC adopted new rules aimed at controlling the size of the high-cost portion of the fund and transitioning it from supporting legacy circuit-switched networks to broadband. These rules capped the high-cost fund and established a framework for transitioning support to the new Connect America Fund to bring broadband to unserved areas. Phase I reforms froze existing high-cost support and provided a mechanism for distributing additional support for qualifying price cap companies. Hawaiian Telcom received $1.4 million in Phase I support and has completed its Phase I buildout. Under Phase II, $1.8 billion of annual support was made available to expand broadband in unserved areas served by price cap ILECs. In August 2015, price cap ILECs, which had the right of first refusal, accepted over $1.5 billion of the annual Phase II support that was available to them. The Phase II support was distributed over a six-year period and carriers were required to satisfy their buildout commitment by the end of 2020. Cincinnati Bell Telephone (“CBT”) accepted approximately $2 million in annual Phase II support beginning in 2015 in exchange for a commitment to expand broadband to 6,339 Kentucky locations and 745 Ohio locations. Hawaiian Telcom accepted $4.4 million in annual Phase II support to build to 11,081 locations in Hawaii over the six-year award period. In a Report and Order adopted in January 2020, the FCC gave the price cap carriers receiving CAF II support the opportunity to elect to receive an additional year of CAF II support in 2021 in exchange for a commitment to continue providing broadband service to the CAF II areas during that time. CBT and Hawaiian Telcom accepted the seventh year of CAF II support, which provided $2.2 million for CBT and $4.4 million for Hawaiian Telcom during 2021. On September 10, 2020, Hawaiian Telcom filed a Petition for Waiver with the FCC requesting that the FCC modify its buildout obligation to account for the 523 locations destroyed or isolated by the Kilauea Volcano eruptions that began in May 2018. On June 1, 2021, the FCC released an Order granting Hawaiian Telcom’s request relative to the 370 locations for which Hawaiian Telcom had completed its CAF II deployment prior to the locations being destroyed by the volcano. The additional 153 locations included in Hawaiian Telcom’s original request were not included in the FCC Order after Hawaiian Telcom informed the FCC that it had identified CAF II eligible alternate locations in other areas. On January 4, 2021, Hawaiian Telcom notified the FCC that it would likely fall short of its 100% CAF II buildout milestone but would complete the buildout by year-end 2021 taking advantage of the grace period allowed under the CAF II rules. On January 19, 2022, Hawaiian Telcom notified the FCC that it had completed the build and met its 100% buildout obligation as of December 31, 2021.

In August 2018, bidding concluded in the FCC’s Connect America Fund Phase II auction (“Auction 903”). Under this reverse auction, up to $2 billion in support over a 10-year period was available to expand fixed broadband service into additional unserved high-cost areas of the country. There were 103 winning bidders and the total amount of support that will be provided to these bidders over the 10-year term is $1.5 billion. Winning bidders must build out their broadband networks within the winning geographic areas (specific census block groups covering 713,176 locations in 45 states) within the first six years of the support term. CBT and Hawaiian Telcom were both winning bidders. As a result, CBT will receive $1.1 million to extend its broadband service to 342 unserved locations and Hawaiian Telcom will receive $18.2 million to build to 3,936 unserved locations. CBT and Hawaiian Telcom auction support distributions began in May 2019 and will continue until May 2029. The build out to all funded auction locations must be completed by December 31, 2025.

In January 2020, the FCC adopted a Report and Order establishing the Rural Digital Opportunity Fund (“RDOF”), which will be used to distribute $20.4 billion over ten years to expand broadband in areas that remain unserved at the conclusion of the CAF II price cap support program. The funds will be awarded via two reverse auctions. The Phase I auction (“Auction 904”) began on October 29, 2020 and concluded on November 25, 2020 with 180 winning bidders for a 10-year support amount of $9.23 billion to serve over 5 million locations. The remaining $11 billion will be distributed via a second auction to be held at a later date when more accurate broadband availability data becomes available. Cincinnati Bell was a winning bidder for $26.9 million of support over the 10-year period to reach 11,131 locations in Hawaii, Indiana, Kentucky and Ohio. Cincinnati Bell assigned the Hawaii winning bids ($24.3 million for 8,049 locations) to Hawaiian Telcom and the Indiana, Kentucky and Ohio winning bids ($2.6 million for 3,082 locations) to Cincinnati Bell Telephone. The funding is being distributed in monthly installments over a 10-year period concluding in 2029 with buildout milestones beginning in 2024.

Infrastructure Investment and Jobs Act

On November 15, 2021, President Biden signed the $1 trillion Infrastructure Investment and Jobs Act (Public Law No. 117-58) ("IIJA"), which contains $65 billion for various broadband initiatives.

Broadband Equity, Access, and Deployment ("BEAD") Program: The IIJA includes $42.5 billion which will be distributed by the National Telecommunications and Information Administration ("NTIA") to states for awards to public and private entities to expand broadband deployment to currently unserved or underserved areas. In June 2023, the NTIA announced its allocation of funds that will be made available to each state based upon the determination of unserved and underserved areas from the FCC's broadband map released in June 2023. The NTIA is still finalizing its rules for the BEAD grants and the individual state broadband offices are developing their plans for awarding funds within their respective states. The Company is closely monitoring the federal and state procedural rules drafting processes and continues to evaluate initiatives that will lay the foundation for potential participation within each state and will pursue opportunities for funding where it deems it to be beneficial.

Middle Mile Grants ("MMG") Program: The IIJA appropriated $1 billion for the MMG Program to be used to "encourage the expansion and extension of middle mile infrastructure to reduce the cost of connecting unserved and underserved areas to the backbone of the internet" and to "promote broadband connection resiliency through the creation of alternative network connection paths that can be designed to prevent single points of failure on a broadband network." The NTIA accepted middle-mile applications through November 1, 2022 and on June 15, 2023 announced that $930 million was awarded for projects covering 35 states and Puerto Rico. Hawaiian Telcom applied for $37.4 million to partially fund an economically and environmentally sustainable open access middle mile infrastructure to benefit unserved and underserved communities and improve the resiliency of existing broadband services in the state of Hawaii by building new terrestrial and undersea fiber routes in the state. The NTIA awarded Hawaiian Telcom $37.4 million for the project.

The IIJA replaced the COVID-19 Emergency Broadband Benefits ("EBB") with a longer term low-income broadband assistance program called the Affordable Connectivity Program ("ACP") effective December 31, 2021. Congress appropriated $14.2 billion for the ACP and consumers were transitioned from the EBB program during the first quarter of 2022. Under the ACP, participating providers must make all of their broadband plans available to qualifying consumers and cannot reject a consumer due to unpaid balances the consumer may have with the provider. Because the ACP will be available on all broadband offerings and the IIJA requires more specific measures to increase awareness of the availability of the program, participation rates have increased significantly relative to the EBB program. Both Cincinnati Bell Telephone and Hawaiian Telcom are participating in the ACP. ACP rules required the Company to stop accepting new enrollments in February 2024 because Congress had not agreed to extend the program which is scheduled to run out of funding by April 2024.

Broadband Consumer Labels: The IIJA contained a requirement for broadband internet access service providers to display consumer labels for stand-alone broadband Internet service plans that discloses information to consumers regarding the broadband Internet service plans available to them. The labels must contain information about offered speed, price, contract requirements, expected download/upload speed, latency, etc. On April 10, 2024, the rules go into effect to have consumer labels available at points of sale for all standalone broadband Internet service plans. On October 10, 2024, the requirement to have labels for all available service plans in a machine-readable format online, and having the label available in consumer online accounts goes into effect. altafiber and Hawaiian Telcom have been working towards making these labels a reality, and compliant broadband consumer labels will be in place by the effective date(s).

IP Transition

In late 2013, the FCC opened a proceeding to explore how to transition from the legacy circuit-switched TDM networks to Internet Protocol ("IP") networks. Examination of the myriad of technical, legal and policy issues surrounding the IP transition moved to the forefront during 2014, and during 2015 and 2016, the FCC adopted several orders imposing additional requirements on service providers seeking to transition their networks from copper to fiber. However, during the second quarter of 2017, the FCC opened several proceedings aimed at removing barriers to wireline and wireless broadband deployment and proposed reversing several of the additional requirements imposed in 2015 and 2016. Following this review, in November 2017, the FCC revised its rules to streamline the ILEC copper retirement process and the approval process for discontinuing legacy TDM service to speed the transition from legacy copper-based TDM services to IP services. It also reformed the pole attachment rules to make it easier for providers to attach equipment necessary for next-generation networks. In 2018, the FCC adopted additional changes aimed at streamlining the pole attachment process and preempting state and local processes considered to be detrimental to broadband deployment, particularly the small cells that will be used for 5G networks. The Company does not anticipate any significant financial impact due to these proceedings, although the streamlined processes will help facilitate a smooth transition as the Company migrates from its legacy copper network to a fiber-based IP network.

Broadband Internet Access/Net Neutrality

During the October 2023 FCC meeting, the Commission proposed a net neutrality framework which would reclassify broadband Internet access as a Title II telecommunications service. Although the proposal suggests forbearing from applying certain telecommunications regulations to broadband Internet access, it would subject broadband to significant regulation relative to its current unregulated status. Most notable are the proposals regarding privacy, security and outage reporting. Although outright ex ante price regulation is not proposed, the proposal clearly suggests that the Commission has the right under sections 201 and 202 of the Communications Act to determine in a subsequent period if broadband rates are just and reasonable. The FCC will accept public input on the proposal through January 2024 and it is possible that final rules will be adopted by the end of 2024. The effective date of any rules eventually adopted is uncertain and will depend upon the outcome of any appeals that will inevitably be filed and the 2024 Presidential election. The Company continues to monitor this proceeding very closely to assess the potential impact that any final rules may have on its operations.

Robocalls

During 2019, the FCC took several steps to mitigate the impact of illegal robocalls and spoofed calls on consumers and businesses, including the Chairman calling on the largest voice service providers to "voluntarily" adopt the secure telephone identity revisited signature-based handling of asserted information using tokens ("STIR/SHAKEN") call authentication standards developed by the Alliance for Telecommunications Industry Standards ("ATIS"). In addition, in December 2019, Congress passed and President Trump signed into law the Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act ("Pallone-Thune TRACED Act"). Under the Pallone-Thune Traced Act, voice service providers must implement the STIR/SHAKEN framework in their IP networks and take reasonable measures to implement an effective call authentication framework in their non-IP networks. Beginning in 2020, the FCC adopted several Orders to implement the provisions of the Pallone-Thune TRACED Act that require voice service providers to take proactive steps to mitigate the origination of illegal robocalls from their networks. The Company continues to take all steps necessary to comply with the new requirements.

State – On April 4, 2023 altafiber successfully filed with the Public Utilities Commission of Ohio ("PUCO") a request for exemption of Ohio Revised Code ("ORC") Section 4927.12 requirements, per Section 4927.123. All of altafiber's Ohio exchanges have been determined to qualify for alternative regulation of basic local exchange service ("BLES") by the Public Utilities Commission of Ohio and therefore removes the annual $2 price cap increase of basic local exchange service.

In Hawaii, the legislature and the Hawaii Public Utilities Commission ("HPUC") have taken steps over the last decade to reduce rate regulation of some of the services of the Company's Hawaiian Telcom subsidiaries.

In 2009 and 2010, the Hawaii State Legislature required the HPUC to treat all intrastate retail telecommunications services, including intrastate toll (*i.e.*, inter island), central exchange ("Centrex"), most residential and business local exchange services, integrated service digital network ("ISDN") private lines and special assemblies, and directory assistance, as "fully competitive" under the HPUC's rules with certain qualifications. As a result, HPUC approval and cost support filings were no longer required to establish or reduce rates or to bundle service offerings; however, all service offerings were required to be priced above the service's long run incremental cost and HPUC retained the ability to suspend and investigate any offering. In 2012, the Hawaii State Legislature passed legislation that gave Hawaiian Telcom pricing flexibility to increase tariffed intrastate rates for any retail telecommunications service without approval from the HPUC, with the exception of basic exchange service (*i.e*., single line residential and single line business services).

In May 2019, the Hawaii State Legislature granted nearly full pricing flexibility to telecommunications carriers, including Hawaiian Telcom, for intrastate telecommunications services. Rate changes for retail telecommunications services no longer need to be filed with and approved by the HPUC except for any price increase greater than $6.50 on an annual basis for basic exchange services in counties with a population of less than 500,000. In addition, the traditional cost-of-service regulatory framework that required cost support for retail telecommunications service offerings and pricing above a service's long run incremental cost are no longer applicable; however, the HPUC retains the ability to investigate any offering. The legislation also eliminated the requirements for providers of fully competitive retail telecommunications services to obtain HPUC approval for financing and the sale or encumbrance of regulated property and assets, except when such sale or encumbrance occurs as part of a merger or consolidation with any other public utility. Additional relief was also granted on reporting affiliated transactions and accidents.

Based on these regulatory reforms, the Company can now compete more effectively in Hawaii by making decisions based on marketplace dynamics and other economic information.

Cable Franchises – Ohio, Kentucky and Indiana - The states of Ohio and Indiana permit statewide video service authorization. The Company is now authorized by Ohio and Indiana to provide service in its self-described territory with only 10-day notification to the local government entity and other providers. The authorization can be amended to include additional territories upon notification to the state. A franchise agreement with each local franchising authority is required in Kentucky. The Company has agreements with fifty-three franchising authorities in Kentucky.

Hawaii - In Hawaii, cable franchises must be approved by the Hawaii Department of Commerce and Consumer Affairs ("DCCA"). Since 2011, the Company's Hawaiian Telcom Services Company, Inc. ("HTSC") subsidiary has held a cable franchise authorizing it to provide video services throughout the island of Oahu. In late 2023, HTSC applied for cable franchises for the island of Kauai and the counties of Hawaii and Maui. The applications are currently being reviewed by the DCCA.

<u>Recently Issued Accounting Standards</u>

Refer to Note 2 of the consolidated financial statements for further information on recently issued accounting standards.

Private Securities Litigation Reform Act of 1995 Safe Harbor Cautionary Statement

This Form 10-K contains "forward-looking" statements, as defined in federal securities laws including the Private Securities Litigation Reform Act of 1995, which are based on our current expectations, estimates, forecasts and projections. Statements that are not historical facts, including statements concerning plans, objectives, goals, strategies, future events, future revenues or performance, financing needs, plans or intentions relating to acquisitions and restructuring, and business trends are forward-looking statements. Words such as “expects,” “anticipates,” “predicts,” “projects,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “continues,” “endeavors,” “strives,” “will,” “may,” “proposes,” “potential,” “could,” “should,” “outlook,” or variations of such words and similar expressions are intended to identify such forward-looking statements. In addition, any statements that refer to projections of future financial performance, anticipated growth and trends in businesses, and other characterizations of future events or circumstances are forward-looking statements. There are a number of risks, uncertainties and other important factors that could cause our actual results to differ materially from the forward-looking statements contained in this report. The following important factors, among other things, could cause or contribute to actual results being materially and adversely different from those described or implied by such forward-looking statements, including, but not limited to:

- volatile geopolitical turmoil, including popular uprisings, regional conflicts, terrorism and war could result in market instability, which could negatively impact our business results;
- global health crises, such as the COVID-19 pandemic, have had an impact on the Company’s supply chain and could have a material impact on our customers and our vendors, which could adversely impact our business results and financial condition;
- our commitment to Net Zero emissions in company operations by 2040 will be subject to significant costs and regulations which could impact our business operations, processes, and reputation;
- the Company operates in highly competitive industries, and customers may not continue to purchase products or services, which would result in reduced revenue and loss of market share;
- the Company may be unable to grow its revenues and cash flows despite the initiatives it has implemented;
- if the Company’s goodwill, indefinite-lived intangible assets or long-lived assets become impaired, the Company may be required to record significant charges to earnings;
- failure to anticipate the need to introduce new products and services or to compete with new technologies may compromise the Company’s success in our industries;
- the Company’s access lines, which generate a significant portion of its cash flows and profits, are decreasing in number. If the Company continues to experience access line losses similar to the past several years, its revenues, earnings and cash flows from operations may be adversely impacted;
- negotiations with the providers of content for our video programming may not be successful, potentially resulting in our inability to carry certain programming channels, which could result in the loss of subscribers. In addition, due to the influence of some content providers, we may be forced to pay higher rates for some content resulting in increased costs;
- maintaining the Company's telecommunications networks requires significant capital expenditures, and the Company's inability or failure to maintain its telecommunications networks could have a material impact on the Company’s market share and ability to generate revenue;
- the Company's failure to meet performance standards under its agreements could result in customers terminating their relationships with the Company or customers being entitled to receive financial compensation, leading to reduced revenues and/or increased costs;
- the Company generates a substantial portion of revenue by serving a limited geographic area;
- one large customer accounts for a significant portion of the Company’s accounts receivable. The loss or significant reduction in business from this customer would cause operating results to decline and could negatively impact profitability and cash flows;
- increases in broadband usage may cause network capacity limitations resulting in service disruptions or reduced capacity for customers;

- an IT and/or network security breach or cyber-attack may lead to unauthorized use or disabling of our network, theft of customer data or other sensitive data, unauthorized use or publication of our confidential business information and could have a material adverse effect on our business;
- weather conditions, natural disasters, terrorist acts or acts of war could cause damage to our infrastructure and result in significant disruptions to our operations;
- damaging wildfires occurring on the Hawaiian islands of Maui and Hawaii have caused damage to our infrastructure and adversely affected, and could continue to adversely affect, our operations;
- the Company depends on a number of third-party providers and the loss of or problems with one or more of these providers may impede the Company’s growth, cause it to lose customers or materially and adversely impact its business, financial condition, and results of operations;
- a failure of back-office information technology systems could adversely affect the Company’s results of operations and financial condition;
- we may be liable for the material that content providers distribute over our networks;
- our ability to attract and retain qualified personnel could disrupt our business and affect the Company's ability to meet key financial and business objects;
- if the Company fails to extend or renegotiate its collective bargaining agreements with its labor unions when they expire, or if the Company’s unionized employees were to engage in a strike or other work stoppage, the Company’s business and operating results could be materially harmed;
- the Company’s debt could limit its ability to fund operations, raise additional capital, and fulfill its obligations, which, in turn, would have a material adverse effect on the Company’s businesses and prospects generally;
- the Company’s Credit Agreement and other indebtedness impose significant restrictions on the Company;
- the Company depends on its revolving credit facility and receivables facilities to provide for its short-term financing requirements in excess of amounts generated by operations, and the availability of those funds may be reduced or limited;
- the servicing of the Company’s indebtedness is dependent on its ability to generate cash, which could be impacted by many factors beyond the Company’s control;
- the Company may need additional financing in the future to meet our capital needs or to make opportunistic acquisitions, and such financing may not be available on terms favorable to the Company, if at all;
- growing inflation, supply chain disruption and other increased operating costs could materially and adversely affect our results of operations;
- the uncertain economic environment, including uncertainty in the U.S. and world securities markets, could impact the Company's business and financial condition;
- adverse changes in the value of assets or obligations associated with the Company’s employee benefit plans could negatively impact shareowners’ equity and liquidity;
- the Company’s future cash flows could be adversely affected if it is unable to fully realize its deferred tax assets;
- the Company has been named in litigation associated with the wildfires occurring on the Hawaiian island of Maui, which has resulted in the Company paying significant amounts in legal expenses and could require the payment of damages or settlements;
- changes in tax laws and regulations, and actions by federal, state and local taxing authorities related to the interpretation and application of such tax laws and regulations, could have a negative impact on the Company's financial results and cash flows;
- The regulation of the Company’s businesses by federal and state authorities may, among other things, place the Company at a competitive disadvantage, restrict our ability to price our products and services competitively, participate in new regulatory programs and threaten our operating licenses;

- third parties may claim that the Company is infringing upon their intellectual property, and the Company could suffer significant litigation or licensing expenses or be prevented from selling products;
- third parties may infringe upon the Company's intellectual property, and the Company may expend significant resources enforcing its rights or suffer competitive injury;
- the Company could be subject to a significant amount of litigation, which could require the Company to pay significant damages or settlements;
- the Company could incur significant costs resulting from complying with, or potential violations of, environmental, health and human safety laws;
- The Divestiture is subject to various risks, uncertainties and conditions and may not be completed on the terms or timeline currently contemplated, if at all; and
- The Company may be unable to achieve some or all of the strategic and financial benefits that it expects to achieve from the Divestiture.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. The Company does not undertake any obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Risk

The Company borrows funds at a combination of fixed and variable rates. The Company has exposure to interest rate risk, primarily in the form of variable-rate borrowings from its Term B-1 Loans, Term B-2 Loans, Term B-3 Loans, Revolving Credit Facility due 2026, Network Receivables Facility, CBTS Receivables Facility, Paniolo fiber assets financing arrangement and Digital Access Ohio Advance, as well as changes in current rates compared to that of its fixed rate debt. Borrowings under the Credit Agreement, Network Receivables Facility and CBTS Receivables Facility use the secured overnight financing rate ("SOFR") as administered by the Federal Reserve Bank of New York as the benchmark for establishing the rate of interest. In the third quarter of 2023, the Paniolo fiber assets financing arrangement was amended to replace the use of LIBOR with SOFR. Borrowings under the Digital Access Ohio Advance use the long term applicable federal rate.

The Company's management periodically employs derivative and other financial instruments to manage exposure to interest rate risk and variable cash flows. The use of these types of instruments to hedge a portion of our exposure to changes in interest rates carries additional risks, such as counterparty credit risk and the legal enforceability of hedging contracts.

The Company had $87.9 million principal amount of fixed-rate debt outstanding as of December 31, 2023, excluding debt with a variable rate that is effectively fixed by non-designated interest rate contracts. The estimated aggregate fair market value of this debt was $75.7 million as of December 31, 2023. At December 31, 2023, the weighted average interest rate on fixed-rate debt was 6.3%.

At December 31, 2023, $775.0 million of our variable-rate debt was subject to non-designated floating-to-fixed interest rate swaps and $375.0 million of our variable-rate debt was subject to non-designated interest rate cap agreements. If the underlying SOFR rate increases or decreases by 100 basis points, the aggregate fair market value of the swaps at December 31, 2023 would increase by $18.7 million or decrease by $19.5 million. If the underlying SOFR rate increases or decreases by 100 basis points, the aggregate fair market value of the caps at December 31, 2023 would increase by $6.6 million or decrease by $5.8 million.

At December 31, 2023, the Company had variable-rate borrowings of $1,752.7 million. The estimated aggregate fair market value of this debt was $1,739.4 million as of December 31, 2023. At December 31, 2023, the weighted average interest rate on this variable-rate debt was 7.8%. A hypothetical increase or decrease of 100 basis to the market interest rates associated with this variable-rate debt would result in our annual interest expense increasing or decreasing by $18.0 million.

In January 2024, the Company entered into a forward starting non-amortizing interest rate swap to convert variable rate debt to fixed rate debt. The interest rate swap has a notional amount of $200.0 million resulting in interest payments based on an average fixed rate per swap of 4.3030%, plus the applicable margin per the requirements in the Credit Agreement. The interest rate swap expires in July 2025.

For further information, see Footnote 10 to the accompanying consolidated financial statements contained in "Part II. Item 8. Financial Statements and Supplementary Data."

Foreign Currency Risk

IT Services and Hardware currently has business operations in Canada, the U.K. and India, and foreign currency risk might arise in the future. We do not currently employ forward contracts or other financial instruments to mitigate foreign currency risk.

Commodity Price Risk

Certain of our operating costs are subject to price fluctuations caused by the volatility of the underlying commodity prices, such as gas utilized primarily by our field operations group, and network and building materials, such as steel, fiber and copper, used in the construction of our networks.

Item 8. Financial Statements and Supplementary Data

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Financial Statement Schedule:

For the year ended December 31, 2023, the year ended December 31, 2022, the periods January 1, 2021 through September 7, 2021 and September 8, 2021 through December 31, 2021:

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Financial statement schedules other than those listed above have been omitted because the required information is contained in the financial statements and notes thereto, or because such schedules are not required or applicable.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Cincinnati Bell Inc. and its subsidiaries (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934. The Company's internal control system is designed to produce reliable financial statements in conformity with accounting principles generally accepted in the United States.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2023. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control — Integrated Framework (2013)*. Based on this assessment, management has concluded that, as of December 31, 2023, the Company's internal control over financial reporting is effective based on those criteria.

March 25, 2024

/s/ Leigh R. Fox
Leigh R. Fox
Chief Executive Officer

/s/ Joshua T. Duckworth
Joshua T. Duckworth
Chief Financial Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareowners of Cincinnati Bell Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Cincinnati Bell Inc. and its subsidiaries (Successor) (the "Company") as of December 31, 2023 and 2022, and the related consolidated statements of operations, of comprehensive income (loss), of equity (deficit) and of cash flows for the years ended December 31, 2023 and 2022, and for the period from September 8, 2021 to December 31, 2021, including the related notes and financial statement schedule listed in the accompanying index for the year ended December 31, 2023 and 2022, and for the period from September 8, 2021 to December 31, 2021 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years ended December 31, 2023 and 2022, and for the period from September 8, 2021 to December 31, 2021 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. 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 audit of these consolidated financial statements in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit 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 audit 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. We believe that our audit provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill Impairment Assessment - Network Reporting Unit

As described in Notes 1 and 6 to the consolidated financial statements, the Company's consolidated goodwill balance was $721.0 million as of December 31, 2023 and the goodwill associated with the Network segment was $542.6 million. The Network reporting unit goodwill represents a majority of the Network segment goodwill. Goodwill is tested for impairment on an annual basis or when events or changes in circumstances indicate that such assets may be impaired using either a qualitative or quantitative approach. An impairment loss is measured as the excess of the carrying value of a reporting unit over its fair value, not to exceed the carrying amount of goodwill. The fair value of a reporting unit is based on a combination of valuation methods, including both income-based and market-based methods. The income approach relies on management's estimates of future revenue growth rates, terminal growth rates, EBITDA margin assumption, and discount rates. The market approach requires the determination of an appropriate peer group, which is utilized to derive estimated fair values based on selected market multiples.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of the Network reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of the reporting unit; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to (a)future revenue growth rates, terminal growth rate, EBITDA margin assumption, and discount rate for the income approach and (b) peer group determination and market multiples selection for the market approach; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included, among others, (i) testing management's process for developing the fair value estimate of the Network reporting unit; (ii) evaluating the appropriateness of the valuation methods; (iii) testing the completeness and accuracy of underlying data used in the methods; and (iv) evaluating the significant assumptions used by management related to (a) future revenue growth rates, terminal growth rate, EBITDA margin assumption, and discount rate for the income approach and (b) peer group determination and market multiple selections for the market approach. Evaluating management's assumptions related to future revenue growth rates and EBITDA margin assumption involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting unit; (ii) the consistency with external market and industry data; and (iii) whether the assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the Company's valuation methods and (ii) the reasonableness of management's assumptions related to terminal growth rate, discount rate, peer group determination, and market multiples selection.

/s/ PricewaterhouseCoopers LLP

Cincinnati, Ohio

March 25, 2024

We have served as the Company's auditor since 2022.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareowners of Cincinnati Bell Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of operations, of comprehensive income (loss), of equity (deficit) and of cash flows including the related notes and financial statement schedule listed in the accompanying index of Cincinnati Bell, Inc. (Predecessor) (the “Company”) for the period from January 1, 2021 to September 7, 2021 (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the results of its operations and cash flows of the Company for the period from January 1, 2021 to September 7, 2021 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audit. 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 audit of these consolidated financial statements in accordance with the auditing standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit 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 audit 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. We believe that our audit provides a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

Cincinnati, Ohio

May 19, 2022

We have served as the Company's auditor since 2022.

Cincinnati Bell Inc.
CONSOLIDATED BALANCE SHEETS
(Dollars in millions)

	December 31, 2023	December 31, 2022
Assets		
Current assets		
Cash and cash equivalents	$ 9.1	$ 9.4
Receivables, less allowances of $17.7 and $12.0	495.0	447.8
Inventory, materials and supplies	107.4	103.4
Prepaid expenses	53.3	45.7
Other current assets	32.1	25.7
Total current assets	696.9	632.0
Property, plant and equipment, net	2,459.1	2,116.8
Operating lease right-of-use assets	78.3	73.1
Goodwill	721.0	723.5
Intangible assets, net	715.9	829.1
Deferred income tax assets	2.8	2.2
Other noncurrent assets	78.0	58.9
Total assets	$ 4,752.0	$ 4,435.6
Liabilities and Shareowners' Equity		
Current liabilities		
Current portion of long-term debt	$ 27.1	$ 45.0
Accounts payable	453.8	492.5
Unearned revenue and customer deposits	72.0	81.6
Accrued taxes	13.2	14.5
Accrued interest	3.6	2.0
Accrued payroll and benefits	51.5	52.5
Other current liabilities	62.8	47.8
Total current liabilities	684.0	735.9
Long-term debt, less current portion	1,836.4	1,656.0
Operating lease liabilities	72.0	66.1
Pension and postretirement benefit obligations	127.9	138.9
Pole license agreement obligation	40.8	43.6
Deferred income tax liabilities	54.2	98.2
Other noncurrent liabilities	143.2	119.4
Total liabilities	2,958.5	2,858.1
Shareowners' equity		
Additional paid-in capital	2,116.1	1,716.1
Accumulated deficit	(350.8)	(158.1)
Accumulated other comprehensive income	28.2	19.5
Total shareowners' equity	1,793.5	1,577.5
Total liabilities and shareowners' equity	$ 4,752.0	$ 4,435.6

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

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Cincinnati Bell Inc.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Dollars in millions)

	Successor			Predecessor
	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Revenue	$ 1,817.3	$ 1,796.0	$ 554.4	$ 1,138.7
Costs and expenses				
Cost of services and products, excluding items below	1,008.3	987.8	302.1	619.5
Selling, general and administrative, excluding items below	425.4	392.4	115.4	243.4
Depreciation and amortization	449.6	497.1	144.6	194.9
Loss on impairment of long-lived assets	—	2.7	—	—
Restructuring and severance related charges	13.8	2.0	0.6	1.2
Transaction and integration costs	2.9	11.3	0.8	54.8
Gain on sale of assets, net	—	—	—	(2.8)
Total operating costs and expenses	1,900.0	1,893.3	563.5	1,111.0
Operating (loss) income	(82.7)	(97.3)	(9.1)	27.7
Interest expense	161.2	90.1	28.3	89.1
Other components of pension and postretirement benefit plans expense (benefit)	0.7	(7.8)	(4.7)	6.4
Loss on extinguishment of debt, net	—	—	2.1	10.7
Other (income) expense, net	(17.6)	(13.6)	(0.3)	19.7
Loss before income taxes	(227.0)	(166.0)	(34.5)	(98.2)
Income tax benefit	(34.3)	(35.1)	(7.3)	(16.9)
Net loss	(192.7)	(130.9)	(27.2)	(81.3)
Preferred stock dividends	—	—	—	7.6
Net loss applicable to common shareowners	$ (192.7)	$ (130.9)	$ (27.2)	$ (88.9)

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

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Cincinnati Bell Inc.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Dollars in millions)

	Successor			Predecessor
	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Net loss	$ (192.7)	$ (130.9)	$ (27.2)	$ (81.3)
Other comprehensive income (loss), net of tax:				
Foreign currency translation gain (loss)	2.6	(6.2)	(1.4)	1.2
Cash flow hedges:				
Unrealized loss on cash flow hedges arising during the period, net of tax of $0.0	—	—	—	(0.1)
Reclassification adjustment for net losses included in net income, net of tax of $5.8	—	—	—	19.7
Defined benefit plans:				
Net gain arising from remeasurement during the period, net of tax of $0.7, $7.8, $0.8, $1.8	10.5	25.1	2.6	6.0
Amortization of prior service benefits included in net income, net of tax of ($0.2), ($0.4)	(0.6)	—	—	(1.3)
Amortization of net actuarial (gain) loss included in net income, net of tax of ($1.2), ($0.2), $3.6	(3.8)	(0.6)	—	12.0
Total other comprehensive income, net of tax	8.7	18.3	1.2	37.5
Total comprehensive loss	$ (184.0)	$ (112.6)	$ (26.0)	$ (43.8)

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

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Cincinnati Bell Inc.
CONSOLIDATED STATEMENTS OF EQUITY (DEFICIT)
(in millions)

	6 3/4% Cumulative Convertible Preferred Shares		Common Shares		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total
Successor	Shares	Amount	Shares	Amount				
Balance at September 8, 2021	—	$ —	—	$ —	$ —	$ —	$ —	$ —
Net loss	—	—	—	—	—	(27.2)	—	(27.2)
Other comprehensive income	—	—	—	—	—	—	1.2	1.2
Capital contributions by Red Fiber Parent LLC	—	—	—	—	1,716.1	—	—	1,716.1
Balance at December 31, 2021	—	—	—	—	1,716.1	(27.2)	1.2	1,690.1
Net loss	—	—	—	—	—	(130.9)	—	(130.9)
Other comprehensive income	—	—	—	—	—	—	18.3	18.3
Balance at December 31, 2022	—	—	—	—	1,716.1	(158.1)	19.5	1,577.5
Net loss	—	—	—	—	—	(192.7)	—	(192.7)
Other comprehensive income	—	—	—	—	—	—	8.7	8.7
Capital contributions by Red Fiber Parent LLC	—	—	—	—	400.0	—	—	400.0
Balance at December 31, 2023	—	$ —	—	$ —	$ 2,116.1	$ (350.8)	$ 28.2	$ 1,793.5
Predecessor								
Balance at December 31, 2020	3.1	$ 129.4	50.7	$ 0.5	$ 2,670.3	$ (2,831.6)	$ (159.7)	$ (191.1)
Net loss	—	—	—	—	—	(81.3)	—	(81.3)
Other comprehensive income	—	—	—	—	—	—	37.5	37.5
Shares issued under employee plans	—	—	0.2	—	—	—	—	—
Shares purchased under employee plans and other	—	—	—	—	(2.0)	—	—	(2.0)
Stock-based compensation	—	—	—	—	4.3	—	—	4.3
Equity-based award modification	—	—	—	—	(10.2)	—	—	(10.2)
Dividends on preferred stock	—	—	—	—	(7.6)	—	—	(7.6)
Balance at September 7, 2021	3.1	$ 129.4	50.9	$ 0.5	$ 2,654.8	$ (2,912.9)	$ (122.2)	$ (250.4)

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

Cincinnati Bell Inc.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in millions)

	Successor			Predecessor
	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Cash flows from operating activities				
Net loss	$ (192.7)	$ (130.9)	$ (27.2)	$ (81.3)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:				
Depreciation and amortization	449.6	497.1	144.6	194.9
Loss on impairment of long-lived assets	—	2.7	—	—
Loss on extinguishment of debt	—	—	2.1	10.7
Provision for loss on receivables	9.1	8.4	3.6	2.1
Unrealized loss (gain) on interest rate swaps	4.4	(13.7)	—	—
Noncash portion of interest expense (income)	7.5	5.4	(0.5)	4.0
Deferred income taxes	(40.6)	(42.3)	(8.6)	(21.1)
Pension and other postretirement payments in excess of expense	(7.7)	(16.1)	(7.6)	(0.2)
Stock-based compensation	—	—	—	4.3
Other, net	(2.4)	(1.3)	(0.1)	(5.2)
Changes in operating assets and liabilities:				
(Increase) decrease in receivables	(54.5)	(9.1)	(138.8)	51.1
Increase in inventory, materials, supplies, prepaid expenses and other current assets	(14.6)	(48.1)	(11.8)	(29.4)
(Decrease) increase in accounts payable	(54.7)	69.2	25.6	49.1
Increase (decrease) in accrued and other current liabilities	2.7	(1.4)	(19.5)	2.8
(Increase) decrease in other noncurrent assets	(5.1)	(5.2)	(8.4)	2.1
Increase in other noncurrent liabilities	5.0	7.3	21.6	8.8
Net cash provided by (used in) operating activities	106.0	322.0	(25.0)	192.7
Cash flows from investing activities				
Capital expenditures	(641.4)	(482.8)	(127.0)	(165.2)
Acquisition of businesses, net of cash acquired	(3.2)	(65.5)	(1,620.7)	—
Purchase of indefinite-lived intangibles	—	(6.8)	—	—
Acquisition of fiber assets	(8.6)	—	(1.7)	(50.5)
Proceeds from sale of assets	—	2.3	—	9.1
Other, net	(1.0)	(0.9)	0.8	(0.1)
Net cash used in investing activities	(654.2)	(553.7)	(1,748.6)	(206.7)
Cash flows from financing activities				
Capital contributions by Red Fiber Parent LLC	400.0	—	1,716.1	—
Proceeds from issuance of long-term debt	211.4	2.7	1,145.0	23.0
Net (decrease) increase in corporate credit facility with initial maturities less than 90 days	(70.5)	223.0	—	7.0
Proceeds from borrowings on receivables facilities	1,706.5	1,150.8	467.5	695.4
Payments on receivables facilities	(1,647.8)	(1,116.9)	(497.7)	(693.4)
Repayment of debt	(47.8)	(20.3)	(1,004.2)	(13.4)
Debt issuance costs	(4.0)	(0.7)	(55.9)	(0.8)
Dividends paid on preferred stock	—	—	(2.4)	(7.8)
Other, net	—	—	—	(2.0)
Net cash provided by financing activities	547.8	238.6	1,768.4	8.0
Effect of exchange rate changes on cash, cash equivalents and restricted cash	—	(0.1)	0.1	—
Net (decrease) increase in cash, cash equivalents and restricted cash	(0.4)	6.8	(5.1)	(6.0)
Cash, cash equivalents and restricted cash at beginning of period	12.9	6.1	11.2	17.2
Cash, cash equivalents and restricted cash at end of period	$ 12.5	$ 12.9	$ 6.1	$ 11.2

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

Cincinnati Bell Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Accounting Policies

Organization — On March 13, 2020, the Company (as defined below), entered into an Agreement and Plan of Merger (the "Merger Agreement") with Red Fiber Parent LLC, a Delaware limited liability company ("Parent"), and RF Merger Sub Inc., an Ohio corporation and directly wholly owned subsidiary of Parent ("Merger Sub"). On September 7, 2021 (the "Closing Date" or "Merger Date"), upon the terms and subject to the conditions set forth in the Merger Agreement, and in accordance with the applicable provisions of the Ohio General Corporation Law (the "OGCL"), Merger Sub merged with and into the Company, with the Company continuing as the surviving corporation (the "Merger"). At the effective time of the Merger (the "Effective Time"), the separate corporate existence of Merger Sub ceased, and the Company survived the Merger as a wholly owned private subsidiary of Parent. As of the date of this filing, the Company has ceased to be a registrant (see Note 12), however due to contractual terms in certain indentures, the Company is required to voluntarily file with the U.S. Securities and Exchange Commission ("SEC").

As a result of the Merger, for accounting purposes, Parent is the acquirer and Cincinnati Bell Inc. is the acquiree and accounting predecessor. The financial statement presentation includes the financial statements of historical Cincinnati Bell Inc. as "Predecessor" for periods prior to the Closing Date and of the Company as "Successor" for the periods after the Closing Date. In connection with the Merger and the related accounting determination, the Company has elected to apply push-down accounting and reflect in its financial statements the fair value of its assets and liabilities. The Consolidated Financial Statements and footnotes include a black line division between the columns titled "Predecessor" and "Successor" to signify that the amounts shown for the periods prior to and following the Merger are not comparable. The Company has elected to record all expenses that were contingent on the closing of the Merger in the Predecessor period. See Note 4 for additional information on the Merger.

Description of Business — Cincinnati Bell Inc. and its consolidated subsidiaries ("Cincinnati Bell," "we," "our," "us" or the "Company") provides diversified telecommunications and technology services. For ease of reference, the terms "Cincinnati Bell," "we," "our Company," "the Company," "us," or "our" as used in this report refer to both the Predecessor and the Successor and their respective subsidiaries. The Company generates a large portion of its revenue by serving customers in Cincinnati, Ohio, Dayton, Ohio and the islands of Hawaii. An economic downturn or natural disaster occurring in these, or a portion of these, limited operating territories could have a disproportionate effect on our business, financial condition, results of operations and cash flows compared to similar companies of a national scope and similar companies operating in different geographic areas.

As of December 31, 2023, we operate our business through the following segments: Network and IT Services and Hardware.

The Company has approximately 5,300 employees as of December 31, 2023. Approximately 23% of total employees are covered by collective bargaining agreements with the Communications Workers of America ("CWA") and the International Brotherhood of Electrical Workers ("IBEW)" Local 1357. The effective dates for collective bargaining agreements with the CWA and IBEW range through the second quarter of 2026 and third quarter of 2028, respectively.

In August 2023, Parent committed to make capital contributions of $600.0 million to the Company, of which $400.0 million was received by the Company in the third quarter of 2023 and recorded to "Additional paid-in capital" on the Consolidated Balance Sheets and $200.0 million will be received in the fourth quarter of 2024. The capital contribution received in the third quarter of 2023 was used to repay borrowings on the Company's Revolving Credit Facility due 2026, fund capital expenditures, and fund working capital.

Basis of Presentation — The consolidated financial statements of the Company have been prepared pursuant to the rules and regulations of the SEC and, in the opinion of management, include all adjustments necessary for a fair presentation of the results of operations, comprehensive income, financial position and cash flows for each period presented.

Basis of Consolidation — The consolidated financial statements include the consolidated accounts of Cincinnati Bell Inc. and its majority-owned subsidiaries over which it exercises control. Intercompany accounts and transactions have been eliminated in the consolidated financial statements.

Use of Estimates —The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the amounts reported. Actual results could differ from those estimates. Significant items subject to such estimates and judgments include: the carrying value of property, plant and equipment; the valuation of credit losses for receivables and deferred income taxes; reserves recorded for income tax exposures; assets and liabilities related to employee benefits; the valuation of deferred costs under Accounting Standards Codification ("ASC") 606, “Revenue Recognition”; purchase price allocation for acquired businesses; and the valuation of intangible assets and goodwill. In the normal course of business, the Company is also subject to various regulatory and tax proceedings, lawsuits, claims and other matters. The Company believes adequate provision has been made for all such asserted and unasserted claims in accordance with GAAP. Such matters are subject to many uncertainties and outcomes that are not predictable with assurance. We periodically review our estimates in light of changes in circumstances, facts and experience. The effects of material revisions in estimates are reflected in our financial statements prospectively from the date of the change in estimate.

Business Combinations — In accounting for business combinations, we apply the accounting requirements of Accounting Standards Codification 805 (“ASC 805”), “Business Combinations,” which requires the recording of net assets of acquired businesses at fair value. In developing fair value estimates for acquired assets and assumed liabilities, management analyzes a variety of factors including market data, estimated future cash flows of the acquired operations, industry growth rates, current replacement cost for fixed assets, and market rate assumptions for contractual obligations. Such a valuation requires management to make significant estimates and assumptions, particularly with respect to the intangible assets. In addition, any contingent consideration is presented at fair value at the date of acquisition, and transaction costs are expensed as incurred. The Company reports in its consolidated financial statements provisional amounts for the items for which accounting is incomplete. Goodwill is adjusted for any changes to provisional amounts made within the measurement period. See Note 4 for disclosures related to mergers and acquisitions.

Variable Interest Entity — The Company holds an interest in a limited liability company, Digital Access Ohio LLC (“DAO”), that is considered a variable interest entity ("VIE") in accordance with the guidance of ASC 810 “Consolidation.” DAO is considered a VIE as it has insufficient equity capital to finance its activities without additional financial support. The Company is the primary beneficiary of DAO as it has the power over the activities that most significantly impact the economic performance of DAO and has the obligation to absorb expected losses and the right to receive expected benefits that could be significant to DAO. As a result, the Company consolidated DAO, and all significant intercompany accounts have been eliminated. For the years ended December 31, 2023 and 2022, results of operations of DAO were nominal.

Funding of DAO is provided in the form of cash contributions, debt issuance and grants that include a free standing warrant that allows the holder of the warrant at its option to convert the warrant into a class A-2 share of DAO at any time during the period commencing on the 2nd anniversary of the funding agreement and ending on the 10th anniversary of the funding agreement date. The Company has recorded the fair value associated with the warrant to "Other noncurrent liabilities" on the Consolidated Balance Sheets. The Company will continue to assess whether it has a controlling financial interest and whether it is the primary beneficiary at each reporting period.

Cash, Cash Equivalents and Restricted Cash — Cash consists of funds held in bank accounts. Cash equivalents consist of short-term, highly liquid investments with original maturities of three months or less. Restricted cash as of December 31, 2023 consists of funds held by DAO. Restricted cash as of December 31, 2022 consists of funds held in an escrow account related to a cost method investment and funds held by DAO. Restricted cash as of December 31, 2021 consists of funds held in an escrow account related to a cost method investment. Restricted cash is included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the Consolidated Statements of Cash Flows. A reconciliation of cash, cash equivalents and restricted cash to the Consolidated Balance Sheets follows:

(dollars in millions)	December 31, 2023	December 31, 2022	December 31, 2021
Cash and cash equivalents	$ 9.1	$ 9.4	$ 5.6
Restricted cash included in Other noncurrent assets	3.4	3.5	0.5
Cash, cash equivalents and restricted cash per Consolidated Statements of Cash Flows	$ 12.5	$ 12.9	$ 6.1

Receivables — Receivables consist principally of trade receivables from customers and are generally unsecured and due within 21 - 90 days. The Company has receivables with one customer, Verizon Communications Inc., which make up 23% and 21% of the outstanding accounts receivable balance at December 31, 2023 and 2022, respectively. Unbilled receivables arise from services rendered but not yet billed. As of December 31, 2023 and 2022, unbilled receivables totaled $78.8 million and $66.9 million, respectively. Expected credit losses related to trade receivables are recorded as an allowance for credit losses in the Consolidated Balance Sheets. The Company establishes the allowances for uncollectible accounts using percentages of aged accounts receivable balances to reflect the historical average of credit losses as well as specific provisions for certain identifiable, potentially uncollectible balances. When internal collection efforts on accounts have been exhausted, the accounts are written off and the associated allowance for uncollectible accounts is reduced. As of the Merger Date, the Company measured their receivables at fair value in accordance with ASC 805.

Factoring Arrangements — In the second quarter of 2018, the Company executed an amendment of its Receivables Facility that includes an option for Cincinnati Bell Funding LLC (“CBF”) to sell certain receivables, on a non-recourse basis, directly to PNC Bank. The terms of the factoring arrangement provides for the factoring of certain receivables, which are purchased at the face amount of the receivable discounted at the annual rate of LIBOR plus a bank determined spread on the purchase date. In the second quarter of 2022, the Company executed an amendment of its Receivables Facility, which replaced LIBOR with SOFR, a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York.

In the first quarter of 2023, the Company executed certain amendments (the "Amendments") to the Receivables Facility to, among other things, separate the Receivables Facility into two separate facilities, with (A) the existing Receivables Facility (the “Network Receivables Facility”), as amended by the Amendments, covering receivables originated by certain U.S. subsidiaries of the Company including Cincinnati Bell Telephone Company LLC, Hawaiian Telcom Communications, Inc. and certain of their respective subsidiaries and (B) a new facility (the “CBTS Receivables Facility”) covering receivables originated by certain U.S. and Canadian subsidiaries in the Company's IT Services and Hardware segment including CBTS Technology Solutions LLC and OnX Enterprise Solutions Ltd. The Amendments also moved the receivables monetization arrangements from the Network Receivables Facility to the CBTS Receivables Facility.

Sales of accounts receivable are reflected as a reduction of "Receivables, less allowances" in the Consolidated Balance Sheets as they meet the applicable criteria in ASC 860, "Transfers and Servicing." The fees recorded in relation to such sales of accounts receivable were $0.9 million and $1.8 million in 2023 and 2022, respectively, and are included in "Selling, general, and administrative" in the Consolidated Statements of Operations. As of December 31, 2023 and 2022, the outstanding balance of receivables sold under the terms of the factoring agreement was $3.5 million and $56.8 million, respectively. See Note 7 for further information related to the Network Receivables Facility and the CBTS Receivables Facility.

Inventory, Materials and Supplies — Inventory, materials and supplies consists of network components, various telephony and IT equipment to be sold to customers, maintenance inventories, and other materials and supplies, which are carried at the lower of average cost or market.

Property, Plant and Equipment — Property, plant and equipment is stated at original cost and presented net of accumulated depreciation and impairment losses. Property, plant and equipment owned by the Company on the Merger Date was stated at fair value in accordance with ASC 805, “Business Combinations.” Maintenance and repairs are charged to expense as incurred while improvements, which extend an asset's useful life or increase its functionality, are capitalized and depreciated over the asset's remaining life. The majority of the Network segment’s network property, plant and equipment used to generate its voice and data revenue is depreciated using the group method, which develops a depreciation rate annually based on the average useful life of a specific group of assets rather than for each individual asset as would be utilized under the unit method. Provision for depreciation of other property, plant and equipment, except for leasehold improvements, is based on the straight-line method over the estimated economic useful life. Depreciation of leasehold improvements is based on a straight-line method over the lesser of the economic useful life of the asset or the term of the lease, including optional renewal periods if renewal of the lease is reasonably assured.

Additions and improvements, including interest and certain labor costs incurred during the construction period, are capitalized. The Company records the fair value of a legal liability for an asset retirement obligation in the period it is incurred. The estimated removal cost is initially capitalized and depreciated over the remaining life of the underlying asset. The associated liability is accreted to its present value each period. Once the obligation is ultimately settled, any difference between the final cost and the recorded liability is recognized as gain or loss on disposition.

Accounting for Impacts of Involuntary Events and Contingencies — Assets destroyed or damaged as a result of involuntary events are written off or reduced in carrying value to their salvage value. When recovery of all or a portion of the amount of property damage loss or other covered expenses through insurance proceeds is demonstrated to be probable, a receivable is recorded and offsets the loss or expense up to the amount of the total loss or expense. Proceeds ultimately received from insurance claims for business interruption, direct expenditures and amounts for capital assets in excess of net book value will be recorded to results of operations when collected. No gain is recorded until all contingencies related to the insurance claim have been resolved.

Goodwill — Goodwill represents the excess of the purchase price consideration over the fair value of net assets acquired and recorded in connection with business acquisitions. Goodwill is allocated at the business segment level. Goodwill is tested for impairment on an annual basis or when events or changes in circumstances indicate that such assets may be impaired using either a qualitative or quantitative approach. An impairment loss is measured as the excess of the carrying value of a reporting unit over its fair value, not to exceed the carrying amount of goodwill. For the year ended in 2023, to calculate fair value of the reporting units, management used a combination of methods, including both income-based and market-based methods. The income approach relies on estimates of future revenue growth rates, terminal growth rates, EBITDA margin assumptions, and discount rates. The market approach requires the determination of an appropriate peer group, which is utilized to derive estimated fair values based on selected market multiples. No impairment losses were recognized in goodwill for the years ended in 2023 and 2022, and the Successor and Predecessor periods in 2021.

Indefinite-Lived Intangible Assets — Intangible assets represent purchased assets that lack physical substance but can be separately distinguished from goodwill because of contractual or legal rights, or because the asset is capable of being separately sold or exchanged. Federal Communications Commission ("FCC") licenses for wireless spectrum and other perpetual licenses represent indefinite-lived intangible assets. The Company may renew the wireless licenses in a routine manner every ten years for a nominal fee, provided the Company continues to meet the service and geographic coverage provisions required by the FCC. Intangible assets not subject to amortization are tested for impairment annually, or when events or changes in circumstances indicate that the asset might be impaired. No impairment losses were recognized on indefinite-lived intangible assets for the years ended December 31, 2023 and 2022, and the Successor and Predecessor periods in 2021.

Long-Lived Assets — Management reviews the carrying value of property, plant and equipment and other long-lived assets, including intangible assets with definite lives, when events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. An impairment loss is recognized when the estimated future undiscounted cash flows expected to result from the use of an asset (or group of assets) and its eventual disposition is less than its carrying amount. An impairment loss is measured as the amount by which the asset’s carrying value exceeds its estimated fair value. Long-lived intangible assets are amortized based on the estimated economic value generated by the asset in future years. No impairment losses were recognized on long-lived assets for the year ended December 31, 2023 and the Successor and Predecessor periods in 2021. For the year ended December 31, 2022, the Company recorded a loss on impairment of long-lived assets of $2.7 million related to the impairment of leasehold improvements at the Company’s headquarters. In addition, amortization of the remaining leasehold improvements at the Company’s headquarters was accelerated to reflect the update to management’s estimate of the remaining useful life.

Cost Method Investments — Certain of our cost method investments do not have readily determinable fair values. These investments are measured at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issuer. The carrying value of these investments was $10.0 million and $8.0 million as of December 31, 2023 and 2022, respectively, and was included in "Other noncurrent assets" in the Consolidated Balance Sheets. Investments are reviewed at least annually to determine if changes in circumstances exist that would indicate the carrying value may not be recoverable. If indicators are present then an analysis is performed to determine if carrying value exceeds the estimated fair value. No impairment losses were recognized for cost method investments for the year ended December 31, 2023 and the Successor and Predecessor periods in 2021. A nominal impairment was recognized for the cost method investments for the year ended December 31, 2022.

Leases — The Company adheres to lease accounting principles described in ASC 842, "Leases." Under ASC 842, the Company determines if an arrangement is a lease at inception based on the facts and circumstances present. In lease transactions where the Company acts as the lessor, the lease component is accounted for in accordance with ASC 842, and the non-lease component is accounted for in accordance with ASC 606. Although separation of lease and non-lease components is required, certain practical expedients are available that release the Company from this requirement. Adoption of the practical expedient allows the Company to account for each lease component and the related non-lease component together as a single component provided that the timing and patterns of revenue recognition for the components are the same and the combined, single unit of account would be classified as an operating lease. The Company's operating leases for certain services that include Customer Premise Equipment, including handsets and set-top boxes, have lease and non-lease components. In these arrangements, management has concluded that the non-lease components are the predominant characteristic, and, as a result, the Company has elected to account for these arrangements as one single non-lease component recorded as "Revenue" in the Consolidated Statements of Operations in accordance with ASC 606.

Right-of-use assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Certain adjustments to the right-of-use asset may be required for items such as initial direct costs paid or incentives received.

The Company's lease terms include options to extend, terminate or buyout the lease when it is reasonably certain that we will exercise that option. Leases that have contract prices based on variable factors, such as power usage, are recognized as variable lease expense in the period in which the obligation for those payments are incurred. Lease expense for variable lease payments is recognized on a straight-line basis over the lease term.

Revenue Recognition — The Company adheres to revenue recognition principles described in ASC 606. Under ASC 606, revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. A good or service is considered to be transferred when the customer obtains control.

Revenue derived from foreign operations was approximately 7% of consolidated revenue in both 2023 and 2022. Revenue derived from foreign operations was approximately 6% of consolidated revenue for both the Successor period and the Predecessor period included within 2021.

Network — Revenues from local telephone, special access, internet product and video services, which are billed monthly prior to performance of service, are not recognized upon billing or cash receipt but rather are deferred until the service is provided. Consumer long distance, switched access and other usage based charges are billed monthly in arrears. Network bills service revenue in regular monthly cycles, which are spread throughout the days of the month. As the last day of each billing cycle rarely coincides with the end of the reporting period for usage-based services such as long distance and switched access, we must estimate service revenues earned but not yet billed. These estimates are based upon historical usage, and we adjust these estimates during the period in which actual usage is determinable, typically in the following reporting period.

Pricing of local voice services is generally subject to oversight by both state and federal regulatory commissions. Such regulation also covers services, competition, and other public policy issues. Various regulatory rulings and interpretations could result in increases or decreases to revenue in future periods.

For long-term indefeasible right of use, or IRU, contracts for fiber circuit capacity, the Company may receive up-front payments for services to be delivered for a period of up to 25 years. In these situations, the Company defers the revenue and amortizes it on a straight-line basis to earnings over the term of the contract. See Note 3 for further information.

IT Services and Hardware — Revenue is generally recognized as the service is provided. Maintenance on telephony equipment is deferred and recognized ratably over the term of the underlying customer contract, generally one to three years.

For hardware sales, revenue is recognized net of the cost of product and is recognized when the hardware is either shipped or delivered in accordance with the terms of the contract. Installation service revenue is generally recognized when installation is complete. We sell equipment and installation services on both a combined and standalone basis.

For the sale of hardware within the Infrastructure Solutions category, the Company evaluated whether it is the principal (in which case we report revenues on a gross basis) or the agent (in which case we report revenues on a net basis). The Company has concluded it acts as an agent because it does not control the inventory before it is transferred to customers, it does not have the ability to direct the product to anyone besides the purchasing customer, and it does not integrate the hardware with any of its own goods or services.

Advertising Expenses — Costs related to advertising are expensed as incurred. Advertising costs were $26.7 million and $25.1 million for the years ended 2023 and 2022, respectively, and $7.1 million and $12.8 million for the Successor and Predecessor periods in 2021, respectively.

Legal Expenses and Contingencies — In the normal course of business, the Company is involved in various claims and legal proceedings. Legal costs incurred in connection with loss contingencies are expensed as incurred. Legal claim accruals and contingencies are recorded once determined to be both probable and estimable.

Income, Operating, and Regulatory Taxes

Income taxes — The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction as well as various foreign, state and local jurisdictions. The provision for income taxes is based upon income in the consolidated financial statements, rather than amounts reported on the income tax return. The income tax provision consists of an amount for taxes currently payable and an amount for tax consequences deferred to future periods. Deferred income taxes are provided for temporary differences between financial statement and income tax assets and liabilities. Deferred income taxes are recalculated annually at rates then in effect. The Company recognizes future tax benefits, such as net operating losses and tax credits, to the extent that realizing these benefits is considered to be more likely than not. Valuation allowances are recorded to reduce deferred tax assets to amounts that are more likely than not to be realized. The ultimate realization of the deferred income tax assets depends upon the ability to generate future taxable income during the periods in which basis differences and other deductions become deductible and prior to the expiration of the net operating loss carryforwards.

Previous tax filings are subject to normal reviews by regulatory agencies until the related statute of limitations expires.

Operating taxes — Certain operating taxes such as property, sales, use, and gross receipts taxes are reported as expenses in operating income primarily within cost of services. These taxes are not included in income tax expense because the amounts to be paid are not dependent on our level of income. Liabilities for audit exposures are established based on management's assessment of the probability of payment. The provision for such liabilities is recognized as either property, plant and equipment, operating tax expense, or depreciation expense depending on the nature of the audit exposure. Upon resolution of an audit, any remaining liability not paid is released against the account in which it was originally recorded.

Regulatory taxes — The Company incurs federal and state regulatory taxes on certain revenue producing transactions. We are permitted to recover certain of these taxes by billing the customer; however, collections cannot exceed the amount due to the federal regulatory agency. These federal regulatory taxes are presented in revenue and cost of services on a gross basis because, while the Company is required to pay the tax, it is not required to collect the tax from customers and, in fact, does not collect the tax from customers in certain instances. The amounts recorded as revenue totaled $34.0 million and $32.9 million for the years ended December 31, 2023 and 2022, respectively, and $13.2 million and $27.2 million in the Successor and Predecessor periods in 2021, respectively. The amounts recorded as expense totaled $38.0 million and $36.9 million for the years ended December 31, 2023 and 2022, respectively, and $13.7 million and $32.1 million in the Successor and Predecessor periods in 2021, respectively. We record all other federal taxes collected from customers on a net basis.

Stock-Based Compensation — Compensation cost is recognized for all share-based awards to employees and non-employee directors. We value all share-based awards to employees at fair value on the date of grant and expense this amount over the requisite service period, generally defined as the applicable vesting period. For awards which contain a performance condition, compensation expense is recognized over the service period, when achievement of the performance condition is deemed probable. The fair value of stock options and stock appreciation rights is determined using the Black-Scholes option-pricing model using assumptions such as volatility, risk-free interest rate, expected holding period and dividends. The fair value of stock awards is based on the Company's closing share price on the date of grant. For all share-based payments, the Company accounts for forfeitures as they occur. Actual forfeiture activity reduces the total fair value of the awards to be recognized as compensation expense. When an award is granted to an employee who is retirement eligible, the compensation cost is recognized over the service period up to the date that the employee first becomes eligible to retire.

In connection with the consummation of the Merger, certain previously granted stock-based awards vested on the Closing Date per the terms of the change of control clauses in each plan and were paid at the share purchase price of $15.50. As a result, the following awards vested and were paid on the date of acquisition: (i) time-based restricted stock units and performance-based stock units associated with the 2019 – 2021 long-term incentive plan granted under the 2017 Long-Term Incentive Plan; (ii) time-based restricted stock units granted to non-employee directors in 2020 under the 2017 Stock Plan for Non-Employee Directors; and (iii) time-based restricted stock units granted under the Hawaiian Telcom 2010 Equity Incentive Plan in the first quarter of 2018 which the Company assumed responsibility for the eventual payout upon the acquisition of Hawaiian Telcom. Due to the accelerated vesting and cash payment of these awards, the Company recorded additional compensation expense of $9.3 million to "Selling, general and administrative" expense in the Predecessor period of 2021 on the Consolidated Statements of Operations. As of December 31, 2023 and 2022, there are no outstanding awards granted under the 2017 Long-Term Incentive Plan, 2017 Stock Plan for Non-Employee Directors and Hawaiian Telcom 2010 Equity Incentive Plan.

Pension and Postretirement Benefit Plans — The Company maintains qualified and non-qualified defined benefit pension plans, and also provides postretirement healthcare and life insurance benefits for eligible employees. We recognize the overfunded or underfunded status of the defined benefit pension and other postretirement benefit plans as either an asset or liability. Changes in the funded status of these plans are recognized as a component of comprehensive income (loss) in the year they occur. Pension and postretirement healthcare and life insurance benefits earned during the year and interest on the projected benefit obligations are accrued and recognized currently in net periodic benefit cost. Prior service costs and credits are amortized over the average remaining life expectancy of plan participants or remaining service period, based upon whether plan participants are mostly retirees or active employees. Net gains or losses resulting from differences between actuarial estimates or from changes in actuarial assumptions are recognized as a component of annual net periodic benefit cost. Pension and postretirement benefit plans were remeasured as of the Merger Date. Unrecognized actuarial gains or losses that exceed 10% of the projected benefit obligation are amortized on a straight-line basis over the average life expectancy of the participant group for the Cincinnati pension plans and Hawaii pension plans, the average life expectancy of retirees for the Cincinnati postretirement plans and the average remaining service period of active employees for the Hawaii postretirement plans.

Derivative Financial Instruments — The Company accounts for derivative financial instruments by recognizing derivative instruments as either assets or liabilities in the Consolidated Balance Sheets at fair value and recognizing the resulting gains or losses as adjustments to the Consolidated Statements of Operations or "Accumulated Other Comprehensive Income." The Company does not hold or issue derivative financial instruments for trading or speculative purposes.

For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated and qualify as cash flow hedges, the gain or loss on the derivative instrument is reported as a component of "Accumulated Other Comprehensive Income" in stockholder's equity and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions. Derivatives that do not qualify as hedges are adjusted to fair value through earnings in the current period. All cash flows associated with the Company's derivative instruments are classified as operating activities in the Consolidated Statements of Cash Flows.

Fair Value Measurements — Fair value of financial and non-financial assets and liabilities is defined as the price representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. Fair value is utilized to measure certain investments on a recurring basis. Fair value measurements are also utilized to determine the initial value of assets and liabilities acquired in a business combination, to perform impairment tests, and for disclosure purposes.

Management uses quoted market prices and observable inputs to the maximum extent possible when measuring fair value. In the absence of quoted market prices or observable inputs, fair value is determined using valuation models that incorporate assumptions that a market participant would use in pricing the asset or liability.

Fair value measurements are classified within one of three levels, which prioritize the inputs used in the methodologies of measuring fair value for assets and liabilities, as follows:

Level 1 — Quoted market prices for identical instruments in an active market;

Level 2 — Quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs); and

Level 3 — Unobservable inputs that reflect management's determination of assumptions that market participants would use in pricing the asset or liability. These inputs are developed based on the best information available, including our own data.

The determination of where an asset or liability falls in the hierarchy requires significant judgment.

Foreign Currency Translation and Transactions — The financial position of foreign subsidiaries is translated at the exchange rates in effect at the end of the period, while revenues and expenses are translated at average rates of exchange during the period. Gains or losses from translation of foreign operations where the local currency is the functional currency are included as components of accumulated other comprehensive income. Gains and losses arising from foreign currency transactions are recorded in "Other (income) expense, net" in the period incurred.

2. Recently Issued Accounting Standards

In December 2019, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes, which simplifies the accounting for income taxes, eliminates certain exceptions within *Income Taxes (740)*, and clarifies certain aspects of the current guidance to promote consistency among reporting entities, and is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2020. Most amendments within ASU 2019-12 are required to be applied on a prospective basis, while certain amendments must be applied on a retrospective or modified retrospective basis. The Company adopted the standard effective January 1, 2021. The Company has evaluated the amendments that must be applied on a retrospective or modified retrospective basis and concluded that no adjustments are necessary. The Company has applied all other amendments on a prospective basis, and the changes did not have a material effect on its consolidated financial statements.

In March 2020, the FASB issued ASU 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. The ASU is intended to provide temporary optional expedients and exceptions to the U.S. GAAP guidance on contract modifications and hedge accounting to ease the financial reporting burdens related to the expected market transition from the London Interbank Offered Rate (“LIBOR”) and other interbank offered rates to alternative reference rates. ASU 2020-04 was amended in December 2022 by the provisions of ASU 2022-06, Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848. These amendments are effective as of any date from the beginning of an interim period that includes or is subsequent to March 12, 2020 and may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2024. The Company does not expect the standard to have a material effect on its consolidated financial statements.

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The ASU is effective for public business entities for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. The amendments within ASU 2023-07 are required to be applied on a retrospective basis. The Company is currently evaluating the effects of this standard on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which requires reporting entities to disclose disaggregated information about the entity's effective tax rate reconciliation as well as information on income taxes paid. The ASU is effective for public business entities for annual periods beginning after December 15, 2024, although early adoption is permitted. The amendments in this ASU will be applied on a prospective basis with the option to apply the standard retrospectively. The Company is currently evaluating the effects of this standard on its consolidated financial statements and related disclosures.

Other accounting standards that have been issued or proposed by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on the Company’s consolidated financial statements upon adoption.

3. Revenue

The Network segment provides products and services to both consumer and enterprise customers that can be categorized as Fioptics, previously referred to as "Consumer/SMB Fiber" in Hawaii and collectively with Fioptics in Cincinnati, Enterprise Fiber or Legacy. The products and services within these three categories can be further categorized as either Data, Voice, Video or Other. Fioptics and Legacy revenue include both consumer and commercial customers. Enterprise Fiber revenue includes ethernet and dedicated internet access services that are provided to enterprise customers. Enterprise Fiber also includes revenue associated with the Southeast Asia to United States ("SEA-US") trans-Pacific submarine cable system, which was acquired in conjunction with the acquisition of Hawaiian Telcom in the third quarter of 2018, and connects Indonesia, the Philippines, Guam, Hawaii and the mainland United States. Subsequent to the Company's acquisitions of Agile and OTT, services provided by Agile and OTT are also included in Enterprise Fiber.

Residential customers have implied month-to-month contracts, while commercial customers, with the exception of contracts associated with the SEA-US cable system, typically have contracts with a duration of one to five years and automatically renew on a month-to-month basis. Customers are invoiced on a monthly basis for services rendered. Contracts for projects that are included within the Other revenue stream are typically short in duration and less than one year. Contracts associated with the SEA-US cable system typically range from 15 to 25 years and payment is prepaid.

The IT Services and Hardware segment provides a full range of Information Technology ("IT") solutions, including Communications, Cloud and Consulting services. IT Services and Hardware customers enter into contracts that have a typical duration of one to five years, with varied renewal options at the end of the term. Customers are invoiced on a monthly basis for services rendered. The IT Services and Hardware segment also provides enterprise customers with Infrastructure Solutions, which includes the sale of hardware and maintenance contracts. These contracts are typically satisfied in less than twelve months and revenue is recognized at a point in time.

The Company has elected the practical expedient described in ASC 606-10-32-18 that allows an entity to not adjust the promised amount of consideration for the effects of a significant financing component if the entity expects that the period of time between the transfer of a promised good or service to the customer and when the customer pays for such good or service will be one year or less. Customers are typically billed immediately upon the rendering of services or the delivery of products. Payment terms for customers are between 30 and 120 days. Subsequent to the acquisition of Hawaiian Telcom, the Company began recognizing a financing component associated with the up-front payments for services to be delivered under indefeasible right of use ("IRU") contracts for fiber circuit capacity. The IRU contracts are associated with the SEA-US cable system and other dedicated fiber routes. The IRU contracts typically have a duration ranging from 15 to 25 years.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, or a series of distinct goods or services, and is the unit of account defined in ASC Topic 606. The transaction price identified in the contract is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. Contract modifications for changes to services provided are routine throughout the term of our contracts. In most instances, contract modifications are for the addition or reduction of services that are distinct, and price changes are based on the stand-alone selling price of the service and, as such, are accounted for on a prospective basis as a new contract.

Goods and services are sold individually, or a contract may include multiple goods or services. For contracts with multiple goods and services, the contract transaction price is allocated to each performance obligation using the stand-alone selling price of each distinct good or service in the contract.

Certain customers of the Company may receive cash-based rebates based on volume of sales, which are accounted for as variable consideration. Potential rebates are considered at contract inception in our estimate of transaction price based on the projected volume of sales. Estimates are reassessed quarterly.

Performance obligations are satisfied either over time as services are performed or at a point in time. Substantially all of our service revenue is recognized over time. For services transferred over time, the Company has elected the practical expedient to recognize revenue based on amounts invoiced to the customer as the Company has concluded that the invoice amount directly corresponds with the value of services provided to the customer. Management considers this a faithful depiction of the transfer of control as services are provided evenly over the month and are substantially the same over the life of the contract. As the Company has elected the practical expedients detailed at ASC 606-10-50-13, revenue for these unsatisfied performance obligations that will be billed in future periods has not been disclosed.

As of December 31, 2023, our estimated revenue, including a financing component, expected to be recognized in the future related to performance obligations associated with customer contracts that are unsatisfied (or partially unsatisfied) is $192.5 million. Approximately 50% of this revenue is related to an IRU contract entered into in the Predecessor period of 2021 to provide dedicated fiber routes for a period of 20 years (see Note 9). Certain IRU contracts extend for periods of up to 30 years and are invoiced at the beginning of the contract term. The revenue from such contracts is recognized over time as services are provided over the contract term. The expected revenue to be recognized for existing IRU contracts is as follows:

(dollars in millions)		
2024	$	21.4
2025		21.1
2026		21.7
2027		21.8
2028		9.5
Thereafter		97.0

Network

The Company has identified four distinct performance obligations in the Network segment, namely Data, Voice, Video and Other. For each of the Data, Voice and Video services, service is delivered to the customer continuously and in a substantially similar manner for each period of the agreement, the customer takes full control over the services as the service is delivered, and as such, Data, Voice and Video are identified to be a series of distinct services. Services provided by the Network segment can be categorized into three main categories that include Fioptics, Enterprise Fiber and Legacy, each of which may include one or more of the aforementioned performance obligations. Data services include high-speed internet access, digital subscriber lines, ethernet, routed network services, SONET (Synchronous Optical Network), dedicated internet access, wavelength, digital signal and IRU revenue. Voice services include traditional and fiber voice lines, switched access, digital trunking and consumer long distance calling. Video services are offered through our fiber network to residential and commercial customers based on various standard plans with the opportunity to add premium channels. To receive video services, customers are required to use the Company's set top boxes that are billed as part of the monthly recurring service. Set top boxes are not considered a separate performance obligation from video because the equipment is necessary for the service to operate and the customer has no alternative use for the equipment.

Services and products not included in Data, Voice or Video are included in Other revenue and are comprised of wire care, wire time and materials projects, subsidized fiber build projects and advertising. Transfer of control of these services and products is evaluated on an individual project basis and can occur over time or at a point in time.

The Company uses multiple methods to determine stand-alone selling prices in the Network segment. For Data, Video and Voice products in Fioptics, market rate is the primary method used to determine stand-alone selling prices. For Data performance obligations under the Enterprise Fiber category, and Voice, Data and Other performance obligations under the Legacy category, stand-alone selling prices are determined based on a list price, discount off of list price, a tariff rate, a margin percentage range, or a minimum margin percentage.

IT Services and Hardware

The Company has identified four distinct performance obligations in the IT Services and Hardware segment. These performance obligations are Communications, Cloud, Consulting and Infrastructure Solutions. Communications services are monthly services that include data and VoIP services, tailored solutions that include converged IP communications of data, voice, video and mobility applications, enterprise long distance, MPLS (Multi-Protocol Label Switching) and conferencing services. Cloud services include storage, backup, disaster recovery, SLA-based monitoring and management, cloud computing and cloud consulting. Consulting services provide customers with IT staffing, consulting and emerging technology solutions. Infrastructure Solutions includes the sale of hardware and maintenance contracts as well as installation projects.

For the sale of hardware, the Company evaluated whether it is the principal or the agent. The Company has concluded it acts as an agent because it does not control the inventory before it is transferred to customers, it does not have the ability to direct the product to anyone besides the purchasing customer, and it does not integrate the hardware with any of its own goods or services. Based on this assessment, the performance obligation is to arrange a sale of hardware between the vendor and the customer. In the instance where there is an issue with the hardware, the Company coordinates with the manufacturer to facilitate a return in accordance with the standard manufacturer warranty. Hardware returns are not significant to the Company.

Within the IT Services and Hardware segment, stand-alone selling prices for the four performance obligations are determined based on either a margin percentage range, minimum margin percentage or discount from standard price list if it is determined to be representative of stand-alone selling price.

For hardware sales, revenue is recognized net of the cost of product and is recognized when the hardware is shipped or delivered in accordance with the terms of the contract. For certain projects within Communications and Consulting, revenue is recognized when the customer communicates acceptance of the services performed. For contracts with freight on board shipping terms, management has elected to account for shipping and handling as activities to fulfill the promise to transfer the good, and therefore, has not evaluated whether shipping and handling activities are promised services to its customers.

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Contract Balances

The Company recognizes incremental fulfillment costs as an asset when installation expenses are incurred as part of performing the agreement for Voice, Video and Data product offerings in the Network segment in which the contract life is longer than one year. These fulfillment costs are amortized ratably over the expected life of the customer, which is representative of the expected period of benefit of the asset capitalized. The expected life of the customer is determined utilizing the average churn rate for each product. The Company calculates average churn based on the historical average customer life. We also recognize an asset for incremental fulfillment costs for certain Cloud and Communications services in the IT Services and Hardware segment that require us to incur installation and provisioning expenses. The asset recognized for Cloud and Communications services is amortized over the average contract life. Churn rates and average contract life are reviewed on an annual basis. Fulfillment costs are capitalized to “Other noncurrent assets.” The related amortization expense is recorded to “Cost of services and products.”

The Company recognizes an asset for the incremental costs of acquiring a contract with a customer if we expect the benefit of those costs to be longer than one year. We have determined that certain sales incentive programs related to Voice, Video, Data and certain Communications and Cloud services meet the requirements to be capitalized. The contract asset established for the costs of acquiring a contract is recorded to “Other noncurrent assets.” Sales incentives are amortized ratably over the period that services are delivered using either an average churn rate or average contract term, both representative of the expected period of benefit of the asset capitalized. Customer churn rates and average contract term assumptions are reviewed on an annual basis. The related amortization expense is recorded to “Selling, general and administrative.”

Management has elected to use the practical expedient detailed in ASC 340-40-25-4 to expense any costs to fulfill a contract and costs to obtain a contract as they are incurred when the amortization period would be one year or less. This practical expedient has been applied to fulfillment costs that include installation costs associated with wiring projects and certain Cloud services. In addition, this practical expedient has been applied to acquisition costs associated with revenue from certain Communications projects.

The following table presents the activity for the Company’s contract assets:

	Successor								
	Fulfillment Costs			Cost of Acquisition			Total Contract Assets		
(dollars in millions)	Network	IT Services and Hardware	Total Company	Network	IT Services and Hardware	Total Company	Network	IT Services and Hardware	Total Company
Balance as of September 8, 2021 (remeasured upon Merger)	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Additions	0.7	0.8	1.5	3.5	0.4	3.9	4.2	1.2	5.4
Amortization	—	(0.1)	(0.1)	(0.2)	(0.1)	(0.3)	(0.2)	(0.2)	(0.4)
Balance as of December 31, 2021	0.7	0.7	1.4	3.3	0.3	3.6	4.0	1.0	5.0
Additions	2.2	2.6	4.8	11.3	1.6	12.9	13.5	4.2	17.7
Amortization	(0.4)	(0.6)	(1.0)	(2.6)	(0.9)	(3.5)	(3.0)	(1.5)	(4.5)
Balance as of December 31, 2022	2.5	2.7	5.2	12.0	1.0	13.0	14.5	3.7	18.2
Additions	2.2	2.0	4.2	11.8	1.1	12.9	14.0	3.1	17.1
Amortization	(0.8)	(1.4)	(2.2)	(5.5)	(0.8)	(6.3)	(6.3)	(2.2)	(8.5)
Balance as of December 31, 2023	$ 3.9	$ 3.3	$ 7.2	$ 18.3	$ 1.3	$ 19.6	$ 22.2	$ 4.6	$ 26.8

	Predecessor								
	Fulfillment Costs			Cost of Acquisition			Total Contract Assets		
(dollars in millions)	Network	IT Services and Hardware	Total Company	Network	IT Services and Hardware	Total Company	Network	IT Services and Hardware	Total Company
Balance as of December 31, 2020	$ 3.5	$ 3.9	$ 7.4	$ 15.8	$ 3.6	$ 19.4	$ 19.3	$ 7.5	$ 26.8
Additions	2.5	2.6	5.1	7.2	0.4	7.6	9.7	3.0	12.7
Amortization	(5.2)	(1.9)	(7.1)	(6.7)	(1.1)	(7.8)	(11.9)	(3.0)	(14.9)
Balance as of September 7, 2021	$ 0.8	$ 4.6	$ 5.4	$ 16.3	$ 2.9	$ 19.2	$ 17.1	$ 7.5	$ 24.6

Fulfillment costs and costs of acquisition were remeasured in the Successor period of 2021 in accordance with ASC 805.

The Company recognizes a liability for cash received up-front for IRU contracts. At December 31, 2023 and 2022, $4.1 million and $3.2 million, respectively, of contract liabilities were included in "Other current liabilities." At December 31, 2023 and 2022, $79.5 million and $74.2 million, respectively, of contract liabilities were included in "Other noncurrent liabilities."

Disaggregated Revenue

The following table presents revenues disaggregated by product and service lines:

(dollars in millions)	Successor Year Ended December 31, 2023	Successor Year Ended December 31, 2022	Successor September 8, 2021 to December 31, 2021	Predecessor January 1, 2021 to September 7, 2021
Data	$ 557.1	$ 523.3	$ 156.2	$ 334.6
Video	193.7	193.6	60.4	131.8
Voice	218.6	230.8	76.4	177.3
Other	33.5	46.6	10.8	20.5
Total Network	1,002.9	994.3	303.8	664.2
Consulting	342.0	339.4	105.5	193.6
Cloud	118.5	101.7	31.9	66.4
Communications	224.2	222.3	68.5	149.1
Infrastructure Solutions	154.0	164.5	53.4	83.3
Total IT Services and Hardware	838.7	827.9	259.3	492.4
Intersegment revenue	(24.3)	(26.2)	(8.7)	(17.9)
Total revenue	$ 1,817.3	$ 1,796.0	$ 554.4	$ 1,138.7

The following table presents revenues disaggregated by contract type:

(dollars in millions)	Successor Year Ended December 31, 2023	Successor Year Ended December 31, 2022	Successor September 8, 2021 to December 31, 2021	Predecessor January 1, 2021 to September 7, 2021
Network				
Products and services transferred at a point in time	$ 26.3	$ 27.3	$ 8.0	$ 15.8
Products and services transferred over time	960.2	947.7	289.3	635.3
Intersegment revenue	16.4	19.3	6.5	13.1
Total Network	1,002.9	994.3	303.8	664.2
IT Services and Hardware				
Products and services transferred at a point in time	175.4	167.2	59.4	90.1
Products and services transferred over time	655.4	653.8	197.7	397.5
Intersegment revenue	7.9	6.9	2.2	4.8
Total IT Services and Hardware	838.7	827.9	259.3	492.4
Total Revenue				
Total products and services transferred at a point in time	201.7	194.5	67.4	105.9
Total products and services transferred over time	1,615.6	1,601.5	487.0	1,032.8
Total revenue	$ 1,817.3	$ 1,796.0	$ 554.4	$ 1,138.7

4. Mergers and Acquisitions

Acquisition of Bridgewired Fiber Assets

In the third quarter of 2023, the Company acquired fiber network assets from Bridgewired, LLC ("Bridgewired") for an aggregate purchase price of $6.7 million, consisting of $5.9 million in cash and $0.8 million in contingent consideration. The Company accounted for the Bridgewired fiber asset acquisition as an asset acquisition under ASC 805-10-55 "Business Combinations" because the assets acquired do not include an assembled workforce, and the gross value of the assets acquired meets the screen test in ASC 805-10-55-5A related to substantially all of the fair value being concentrated in a single asset or group of assets (i.e., the fiber infrastructure assets) and, thus, the assets are not considered a business. The fiber network assets will help to support and expand the Company's existing network. The assets are recorded as network equipment in "Property, plant and equipment, net" on the Consolidated Balance Sheets.

Acquisition of Ohio Transparent Telecom Inc.

On April 17, 2023 ("OTT Acquisition Date"), the Company acquired 100% of Ohio Transparent Telecom Inc. ("OTT"), a private company that provides network security, data connectivity, and unified communications solutions to commercial and enterprise customers across multiple sectors throughout Ohio and Michigan for an aggregate purchase price of $3.3 million, consisting of $3.2 million in cash and $0.1 million in contingent consideration. The services and solutions provided by OTT will complement the services offered by Agile (defined below), which the Company acquired in the second quarter of 2022.

The valuation of the assets acquired and liabilities assumed is based on estimated fair values at the OTT Acquisition Date and recorded to the Network segment. The Company considers the allocation and fair value estimates of property, plant and equipment, goodwill, other assets and other liabilities to be preliminary in nature as of December 31, 2023. The Company expects to continue to obtain information to assist in determining the fair value of the net assets acquired as of the OTT Acquisition Date while the measurement period remains open. Measurement period adjustments related to the acquisition of OTT will be applied retrospectively to the OTT Acquisition Date.

In connection with this acquisition, the Company recorded goodwill of $1.1 million attributable to an acquired workforce with industry expertise in addition to other expected synergies with Agile. The amount of goodwill related to this acquisition is deductible for income tax purposes.

Acquisition of Lawrenceburg Fiber Assets

In the first quarter of 2023, the Company acquired fiber network assets from the City of Lawrenceburg for an aggregate purchase price of $3.0 million consisting of $2.7 million in cash and $0.3 million in contingent consideration. The Company accounted for the Lawrenceburg fiber asset acquisition as an asset acquisition under ASC 805-10-55 "Business Combinations" because the assets acquired do not include an assembled workforce, and the gross value of the assets acquired meets the screen test in ASC 805-10-55-5A related to substantially all of the fair value being concentrated in a single asset or group of assets (i.e., the fiber infrastructure assets) and, thus, the assets are not considered a business. The fiber network assets will help to support and expand the Company's existing network. The assets are recorded as network equipment in "Property, plant and equipment, net" on the Consolidated Balance Sheets.

Acquisition of Agile IWG Holdings, LLC

On May 2, 2022 ("Agile Acquisition Date"), the Company acquired Agile IWG Holdings, LLC ("Agile"), based in Canton, Ohio for total cash consideration of $65.5 million. Agile delivers customers, primarily located in Ohio and Pennsylvania, with middle mile, last mile and campus connectivity services through hybrid fiber wireless networks that are designed, built and managed by Agile.

The purchase price was funded through borrowings under the Company's former Receivables Facility and the Revolving Credit Facility due 2026 (see Note 7).

The valuation of the assets acquired and liabilities assumed was based on estimated fair values at the Agile Acquisition Date. The allocation of consideration to the net tangible and intangible assets acquired and liabilities assumed reflects various fair value estimates and analyses, including work performed by third-party valuation specialists. The determination of the final purchase price allocation to specific assets acquired and liabilities assumed is complete.

The Company incurred $0.3 million and $2.1 million in acquisition expenses related to the Agile acquisition in 2023 and 2022, respectively. No expenses related to the Agile acquisition were recorded in the Predecessor period in 2021 or the Successor period in 2021. These expenses are recorded in "Transaction and integration costs" on the Consolidated Statements of Operations.

Based on fair value estimates, the purchase price has been allocated to individual assets acquired and liabilities assumed as follows:

(dollars in millions)	Agile
Assets acquired	
Receivables and other current assets	$ 1.8
Property, plant and equipment	10.2
Operating lease right-of-use assets	27.8
Intangible assets	19.4
Goodwill	35.0
Total assets acquired	94.2
Liabilities assumed	
Accrued expenses and other current liabilities	2.5
Operating lease liabilities	25.7
Other noncurrent liabilities	0.5
Total liabilities assumed	28.7
Net assets acquired	$ 65.5

In connection with this acquisition, the Company recorded goodwill attributable to a diversified customer base and acquired workforce with industry expertise. The amount of goodwill related to this acquisition is deductible for income tax purposes.

In the second quarter of 2023, the Company recorded a measurement period adjustment to reflect the tax impact on the fair value of property, plant and equipment and intangible assets acquired which resulted in a decrease to "Deferred income tax liability" and to "Goodwill" of $4.4 million. In the fourth quarter of 2022, a measurement period adjustment was recorded to reflect the tax impact on the estimated fair value of property, plant and equipment and intangible assets acquired which resulted in an increase to “Deferred income tax liability” and to “Goodwill” of $4.4 million. In addition, the Company recorded a measurement period adjustment considered to be immaterial in nature which impacted "Receivables and other current assets" and "Goodwill" in the fourth quarter of 2022. During the third quarter of 2022, the Company recorded measurement period adjustments for Agile to reflect refinements in fair value estimates in addition to a working capital adjustment of $0.4 million that increased the purchase price to $65.5 million. Most significant adjustments recorded were related to the acquired operating leases included in "Operating lease right-of-use assets” and "Operating lease liabilities,” deferred tax liabilities included in “Other noncurrent liabilities” and “Intangible assets.” The offset to these adjustments were recorded as a net decrease to “Goodwill.” Measurement period adjustments related to the acquisition of Agile were applied retrospectively to the Agile Acquisition Date.

Based on fair value estimates, the identifiable intangible assets acquired are as follows:

(dollars in millions)	Fair Value	Useful Lives
Customer relationships	$ 16.0	15 years
Trade names	2.3	10 years
Technology	1.1	7 years
Total identifiable intangible assets	$ 19.4	

Acquisition by Red Fiber Parent LLC

On September 7, 2021, pursuant to the Merger Agreement and in accordance with the applicable provisions of the OGCL, Parent completed the acquisition of Cincinnati Bell in an all cash transaction valued at approximately $3.1 billion, including assumption of debt of $1,357.1 million. Upon the Effective Time, the separate existence of Merger Sub ceased and the Company survived the Merger as a wholly owned subsidiary of Parent.

Pursuant to the Merger Agreement, each of Cincinnati Bell's issued and outstanding Common Shares was converted into the right to receive $15.50 per share in cash, without interest. Trading of the Company's Common Shares was suspended on the New York Stock Exchange ("NYSE") and the Common Shares were subsequently delisted from the NYSE. Additionally, the Company redeemed Depositary Shares simultaneously with the redemption of the 6 $^{3}/_{4}$% Preferred Shares, at a redemption price of $50 per Depositary Share (equivalent to $1,000 per 6 $^{3}/_{4}$% Preferred Share), and the Depositary Shares were subsequently delisted from the NYSE.

The Company accounted for this transaction as a business combination in accordance with the acquisition method of accounting, which requires, among other things, that assets acquired and liabilities assumed be recognized at their estimated fair values, using primarily Level 3 inputs, as described in Note 1, as of the Merger Date. Transaction costs of the acquirer are not included as a component of consideration transferred but are accounted for as expenses in the period in which such costs are incurred, or, if related to the issuance of debt, capitalized as debt issuance costs. Acquisition-related transaction costs incurred as part of the Merger, primarily included advisory, legal and accounting fees.

The valuation of the assets acquired and liabilities assumed was based on estimated fair values at the Merger Date. The allocation of consideration to the net tangible and intangible assets acquired and liabilities assumed reflect various fair value estimates and analyses, including work performed by third-party valuation specialists. The determination of the final purchase price allocation to specific assets acquired and liabilities assumed is complete.

The purchase price for Cincinnati Bell Inc. consisted of the following:

(dollars in millions)		
Cash consideration for Cincinnati Bell Inc. stock	$	807.3
Cash consideration for preferred stock		155.2
Cash consideration for debt repayment		658.2
Total purchase price	$	1,620.7

Based on fair value estimates, the purchase price has been allocated to individual assets acquired and liabilities assumed as follows:

(dollars in millions)	Cincinnati Bell Inc.
Assets acquired	
Cash	$ 11.2
Receivables	318.5
Inventory, materials and supplies	56.4
Prepaid expenses	5.6
Other current assets	40.5
Property, plant and equipment	1,950.8
Operating lease right-of-use assets	42.3
Goodwill	651.0
Intangible assets	969.6
Deferred tax assets	6.9
Other noncurrent assets	20.2
Total assets acquired	4,073.0
Liabilities assumed	
Current portion of long-term debt	11.8
Accounts payable	381.1
Unearned revenue and customer deposits	51.2
Accrued taxes	24.6
Accrued interest	19.4
Accrued payroll and benefits	49.3
Other current liabilities	75.0
Long-term debt, less current portion	1,378.0
Operating lease liabilities	38.6
Pension and postretirement benefit obligations	151.6
Pole license agreement obligation	46.7
Deferred income tax liability	153.6
Other noncurrent liabilities	71.4
Total liabilities assumed	2,452.3
Net assets acquired	$ 1,620.7

During the second quarter of 2022, the Company recorded measurement period adjustments considered to be immaterial in nature which impacted “Property, plant and equipment,” “Goodwill,” and “Deferred income tax liability.” In the third quarter of 2022, an adjustment was recorded to reflect the Merger’s impact on state and local tax apportionment which resulted in an increase to “Deferred income tax liability” and to “Goodwill” of $4.3 million. During the fourth quarter of 2021, the Company recorded measurement period adjustments with the offset recorded as an increase or decrease to "Goodwill" which were considered to be immaterial in nature. Measurement period adjustments were applied retrospectively to the Merger Date.

In connection with this acquisition, the Company recorded goodwill attributable to increased access to a diversified customer base, acquired workforce in the United States, Canada, United Kingdom and India with industry expertise and expected synergies. The goodwill related to this acquisition is not deductible for tax purposes. The Company recorded definite-lived intangible assets related to the customer relationships, trade names and technology and an indefinite-lived intangible asset related to FCC licenses. The fair value of the most significant identified intangible assets, customer relationships and trade names, were valued using the multi-period excess earnings method and relief from royalty method, under the income approach. The Company applied judgment which involved the use of significant assumptions with respect to revenue growth rates, customer attrition rate, discount rate and terminal growth rate in relation to the customer relationships and royalty rates and discount rate in relation to the trade names. The fair values of the identifiable intangible assets acquired on the Merger Date were as follows:

(dollars in millions)	Fair Value	Useful Lives
Customer relationships	$ 850.0	15 years
Trade names	108.0	3 to 10 years
Technology	5.0	7 years
FCC licenses and spectrum usage rights	6.6	Indefinite
Total identifiable intangible assets	$ 969.6	

Transaction costs were expensed as incurred and recorded to “Transaction and integration costs” on the Consolidated Statements of Operations. No transaction costs associated with the Merger Agreement were recorded in 2023. Cincinnati Bell Inc. incurred transaction costs associated with the Merger Agreement of $1.2 million in 2022, and $0.8 million and $54.6 million in the Successor and Predecessor periods of 2021, respectively. Transaction costs of $44.0 million that were paid on the Merger Date were recorded in the Predecessor period of 2021 and included as an assumed liability. Additionally, $2.9 million of severance associated with a change of control clause in an employee’s contract was recorded in the Predecessor period of 2021 with the final payments completed in 2022. Transaction-related bonuses of $5.3 million were also recorded in the Predecessor period of 2021 but due to timing of payroll, were paid prior to the Merger Date.

Additional expenses recorded in the Predecessor period of 2021 include certain stock-based compensation awards that were accelerated upon the Merger Date, which resulted in an expense of $9.3 million that was recorded to SG&A, and Loss on Extinguishment of Debt of $10.7 million due to the repayment of the Corporate Credit Agreement at the Effective Time. Stock-based compensation was paid on the Merger Date and included in the cash consideration for Cincinnati Bell Inc. stock.

Acquisition of Paniolo Fiber Assets

On August 31, 2021, the Company acquired substantially all of the operating assets of Paniolo Cable Company, LLC (the “Paniolo Acquisition”), previously held by the bankruptcy estate of Paniolo, which include inter-island submarine and middle-mile terrestrial fiber infrastructure assets in Hawaii as well as central offices and landing stations for the submarine fiber. The Company accounted for the Paniolo Acquisition as an asset acquisition under ASC 805-10-55 “Business Combinations” because the assets acquired from Paniolo do not include an assembled workforce, and the gross value of the assets acquired meets the screen test in ASC 805-10-55-5A related to substantially all of the fair value being concentrated in a single asset or group of assets (i.e., the fiber infrastructure assets) and, thus, the assets are not considered a business. The acquisition of Paniolo’s assets augments the Company’s existing backbone network and increases the Company’s total submarine and terrestrial fiber footprint by more than 400 miles.

The aggregate purchase price paid upon closing of the Paniolo Acquisition after transactional costs was $52.3 million, consisting of $29.3 million in cash and $23.0 million in committed purchase money financing. The assets are recorded as network equipment and buildings in “Property, plant and equipment, net” on the Consolidated Balance Sheets. As of December 31, 2023, $0.5 million and $21.4 million of the committed purchase money financing was recorded in “Current portion of long-term debt” and “Long-term debt, less current portion,” respectively, on the Consolidated Balance Sheets. As of December 31, 2022, $0.5 million and $21.8 million of the committed purchase money financing was recorded in “Current portion of long-term debt” and “Long-term debt, less current portion,” respectively, on the Consolidated Balance Sheets.

5. Property, Plant and Equipment

Property, plant and equipment is comprised of the following:

(dollars in millions)	December 31, 2023	December 31, 2022	Depreciable Lives (Years)
Land and rights-of-way	$ 133.5	$ 132.8	20 – Indefinite
Buildings and leasehold improvements	223.1	201.3	5 – 40
Network equipment	2,516.1	1,970.5	2 – 50
Office software, furniture, fixtures and vehicles	175.3	135.2	2 – 14
Construction in process	152.1	112.2	n/a
Gross value	3,200.1	2,552.0	
Accumulated depreciation	(741.0)	(435.2)	
Property, plant and equipment, net	$ 2,459.1	$ 2,116.8	

In 2022, the Company identified an error in depreciation expense primarily related to capitalized office software costs resulting in the overstatement of depreciation expense. The Company recorded an after-tax adjustment of $10.5 million, of which $4.0 million related to the 2021 successor period. The impact of the out of period correction is immaterial to the 2022 annual and 2021 successor period consolidated financial statements.

Depreciation expense on PP&E, including assets accounted for as finance leases, totaled $334.9 million in 2023, $375.7 million in 2022, and $103.2 million and $185.0 million in the Successor and Predecessor periods of 2021, respectively. The portion of depreciation expense associated with cost of providing services was 88% and 91% in 2023 and 2022, respectively, and 84% and 85% for the Successor and Predecessor periods of 2021, respectively. There are numerous assets included within network equipment resulting in a range of depreciable lives between 2 and 50 years, the majority of which fall within the range of 7 to 22 years.

No asset impairment losses were recognized on PP&E in the year ended December 31, 2023 and the Successor and Predecessor periods in 2021. The Company recorded a loss on impairment of long-lived assets of $2.7 million in the third quarter of 2022 related to the impairment of leasehold improvements at the Company's headquarters.

6. Goodwill and Intangible Assets

Goodwill

The changes in the Company's goodwill consisted of the following:

(dollars in millions)	IT Services and Hardware	Network	Total Company
Goodwill, balance as of December 31, 2021	$ 157.4	$ 488.9	$ 646.3
Activity during the year:			
Adjustments to prior year Merger	2.5	2.2	4.7
Acquisition of Agile	—	39.4	39.4
Adjustments to postretirement and other benefit obligations (Note 11)	19.6	15.4	35.0
Currency translations	(1.9)	—	(1.9)
Goodwill, balance as of December 31, 2022	177.6	545.9	723.5
Activity during the year:			
Adjustments to prior year acquisition of Agile	—	(4.4)	(4.4)
Acquisition of OTT	—	1.1	1.1
Currency translations	0.8	—	0.8
Goodwill, balance as of December 31, 2023	$ 178.4	$ 542.6	$ 721.0

During 2023, goodwill in the Network segment decreased by $4.4 million due to an adjustment made to the prior year acquisition of Agile and increased by $1.1 million due to the acquisition of OTT. See Note 4 for further information related to the Agile and OTT acquisitions.

No impairment losses were recognized in goodwill for the years ended December 31, 2023 and 2022, and the Successor and Predecessor periods in 2021. During the annual review performed in the fourth quarter of 2023, we completed a Step 1 or Quantitative assessment and determined that the fair value of our reporting units exceeded their carrying amounts for the IT Services and Hardware and Network reporting units, including goodwill and, therefore, goodwill was not impaired. A Step 0 or qualitative assessment was performed for the goodwill associated with the Agile Reporting unit.

Intangible Assets

The Company's intangible assets consisted of the following:

(dollars in millions)	December 31, 2023 Gross Carrying Amount	December 31, 2023 Accumulated Amortization	December 31, 2023 Net Amount	December 31, 2022 Gross Carrying Amount	December 31, 2022 Accumulated Amortization	December 31, 2022 Net Amount
Intangible assets subject to amortization						
Customer relationships	$ 863.5	$ (239.3)	$ 624.2	$ 862.1	$ (140.7)	$ 721.4
Trade names	109.8	(36.2)	73.6	109.5	(20.5)	89.0
Technology	6.1	(1.9)	4.2	6.0	(1.0)	5.0
Total	979.4	(277.4)	702.0	977.6	(162.2)	815.4
Intangible assets not subject to amortization						
FCC licenses and spectrum usage rights	7.1	—	7.1	6.9	—	6.9
Perpetual licenses	6.8	—	6.8	6.8	—	6.8
Total intangible assets	$ 993.3	$ (277.4)	$ 715.9	$ 991.3	$ (162.2)	$ 829.1

As a result of the acquisition of OTT, the Company recorded a nominal finite-lived intangible asset representing the preliminary fair value at the OTT Acquisition Date. Due to the acquisition of Agile, the Company recorded $19.4 million of finite-lived intangible assets representing the fair values at the Agile Acquisition Date. See Note 4 for additional information regarding the acquisitions of OTT and Agile. The change in gross carrying amounts for finite-lived intangible assets is also due to foreign currency translation on finite-lived intangible assets denominated in foreign currency. The finite-lived intangible assets are amortized over their useful lives based on a number of assumptions including the estimated period of economic benefit and utilization.

During the fourth quarter of 2022, the Company purchased perpetual licenses for a block of IP addresses to be used as the Company continues to extend our fiber network and add internet subscribers.

The amortization expense for finite-lived intangible assets was $114.7 million in 2023, $121.4 million in 2022, and $41.4 million and $9.9 million in the Successor and Predecessor periods in 2021, respectively. In addition to amortization expense, the changes in definite-lived intangible assets from December 31, 2022 to December 31, 2023 are due to foreign currency translation. No impairment losses were recognized on intangible assets for the years ended December 31, 2023 and 2022, and the Successor and Predecessor periods in 2021.

The estimated useful lives for each finite-lived intangible asset class are as follows:

Customer relationships	15 years
Trade names	3 to 10 years
Technology	7 years

The annual estimated amortization expense for future years is as follows:

(dollars in millions)	
Year ended December 31,	
2024	$ 105.6
2025	93.8
2026	86.6
2027	79.4
2028	72.0
Thereafter	264.6
Total	$ 702.0

7. Debt and Other Financing Arrangements

The Company’s debt consists of the following:

(dollars in millions)	December 31, 2023	December 31, 2022
Current portion of long-term debt:		
Credit Agreement - Term B-1 Loans	$ 5.0	$ 5.0
Credit Agreement - Term B-2 Loans	6.5	6.5
Credit Agreement - Term B-3 Loans	2.0	—
7 1/4% Notes due 2023[(1)]	—	22.8
Paniolo Fiber Assets Financing Arrangement	0.5	0.5
Other financing arrangements	0.2	0.3
Finance lease liabilities	12.9	9.9
Current portion of long-term debt	27.1	45.0
Long-term debt, less current portion:		
Receivables Facility	—	186.9
Network Receivables Facility	36.1	—
CBTS Receivables Facility	209.9	—
Credit Agreement - Revolving Credit Facility	152.5	223.0
Credit Agreement - Term B-1 Loans	485.0	490.0
Credit Agreement - Term B-2 Loans	630.5	637.0
Credit Agreement - Term B-3 Loans	197.0	—
Various Cincinnati Bell Telephone notes [(1)]	95.1	96.4
Paniolo Fiber Assets Financing Arrangement	21.4	21.8
Digital Access Ohio Advance	6.3	0.9
Other financing arrangements	0.6	—
Finance lease liabilities	42.1	43.1
	1,876.5	1,699.1
Net unamortized discount	(5.5)	(4.3)
Unamortized note issuance costs	(34.6)	(38.8)
Long-term debt, less current portion	1,836.4	1,656.0
Total debt	$ 1,863.5	$ 1,701.0

(1) As of December 31, 2023, the net carrying amount of the Various Cincinnati Bell Telephone notes included an unamortized fair value adjustment recorded on the Company's merger date, September 7, 2021, of $7.2 million. As of December 31, 2022, the net carrying amounts of the 7 1/4% Notes due 2023 and Various Cincinnati Bell Telephone notes included unamortized fair value adjustments recorded on the Company's merger date, September 7, 2021, of $0.5 million and $8.5 million, respectively. Each adjustment is being amortized over the life of the respective notes and is recorded as a reduction of interest expense.

Credit Agreement (effective 2021)

In connection with the Merger Agreement, at the Effective Time (the date on which the Effective Time occurred, the "Closing Date"), the Company entered into a new Credit Agreement (the "Credit Agreement") and terminated the former Corporate Credit Agreement. The Credit Agreement initially provided for (i) a five-year $275 million senior secured revolving credit facility, including both a letter of credit subfacility of up to $40 million and a swingline loan subfacility of up to $10 million (the "Revolving Credit Facility due 2026") and (ii) a seven-year $150 million senior secured term loan facility (the "Term B-1 Loans"). The Revolving Credit Facility due 2026 matures in September 2026 and the Term B-1 Loans mature in September 2028. Borrowings under the Term B-1 Loans were used to refinance existing company indebtedness, finance a portion of the fees and expenses relating to the acquisition of the Company and the establishment of the Credit Agreement, and for working capital and general corporate purposes. Borrowings under the Revolving Credit Facility due 2026 may be used to provide ongoing working capital as well as for other general corporate purposes of the Company.

The Company (i) incurred deferred financing costs of $32.0 million related to the issuance of the Term B-1 Loans and capitalized as a reduction to the outstanding debt balances as of the Merger Date and (ii) incurred deferred financing costs of $6.1 million related to the issuance of the Revolving Credit Facility due 2026 and capitalized to "Other noncurrent assets" on the Consolidated Balance Sheets as of the Merger Date.

In November 2021, the Company entered into an Amendment (the "Amendment No. 1") to the Credit Agreement to provide for, among other things, (i) a $125.0 million upsize to the Revolving Credit Facility due 2026, increasing the total commitments under the Revolving Credit Facility due 2026 to $400.0 million, (ii) a $350.0 million incremental increase to the Term B-1 Loans (the "Incremental Term B-1 Loans Increase"), increasing the aggregate principal amount of Term B-1 Loans to $500.0 million, and (iii) the incurrence of a new tranche of $650.0 million aggregate principal amount of senior secured term loans (the "Term B-2 Loans"). The proceeds of the Incremental Term B-1 Loans Increase and the Term B-2 Loans were used by the Company to redeem in full all of the Company's existing 7.000% Senior Notes due 2024 (the "2024 Notes") and 8.000% Senior Notes due 2025 (the "2025 Notes"), and to pay fees and expenses in connection thereto. The Term B-2 Loans mature in November 2028. The Amendment No. 1 also extended the maturity of all Term B-1 Loans to November 2028 and reduced the interest applicable to the Term B-1 Loans and the Revolving Credit Facility due 2026. At December 31, 2023, borrowings under the Revolving Credit Facility due 2026 were $152.5 million, leaving $247.5 million available. The Amendment No. 1 also provided for the transition of the benchmark rate of interest under the Credit Agreement from LIBOR to Term SOFR.

As a result of the Amendment No. 1 in 2021, the Company incurred deferred financing costs of $4.3 million and $9.7 million related to the Incremental Term B-1 Loans Increase and the Term B-2 Loans, respectively, and capitalized the amounts as a reduction to the outstanding debt balances in 2021. In addition, the Company incurred deferred financing costs of $1.3 million related to increasing the capacity of the Revolving Credit Facility due 2026 and capitalized the amount to "Other noncurrent assets" on the Consolidated Balance Sheets in 2021.

In May 2023, the Company entered into an Incremental Amendment to the Credit Agreement (the "Incremental Amendment") to provide for the incurrence of a new tranche of $200.0 million senior secured term loans (the "Term B-3 Loans"). The proceeds of the Term B-3 Loans were used to repay a portion of the loans outstanding under the Revolving Credit Facility due 2026, repay in full the remaining 7 $^{1}/_{4}$% Notes due 2023 upon maturity in the second quarter of 2023, and for other general corporate purposes. The Term B-3 Loans will mature in November 2028. All other material terms, conditions and covenants of the Credit Agreement were unchanged by the Incremental Amendment.

The Company incurred deferred financing costs of $1.9 million related to the issuance of the Term B-3 Loans and capitalized the amount as a reduction to the outstanding debt balance in 2023.

Borrowings under the Term B-1 Loans will, following the Amendment No. 1, bear interest, initially, at a rate equal to, at the Company's option, either:

- a base rate determined by reference to the highest of (i) the Federal Funds Rate (determined for any day as the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the business day next succeeding such day) plus 0.5%, (ii) the rate of interest in effect for such day as publicly announced from time to time by Goldman Sachs as its "prime rate" in effect at its principal office in New York City and notified to the Company, and (iii) to the extent ascertainable, one month Adjusted Term SOFR (determined as set forth below) plus 1.00%, plus, in any such case, 2.50%; or

- Adjusted Term SOFR determined by reference to the forward-looking term rate based on the secured overnight financing rate as administered by the Federal Reserve Bank of New York, plus a credit spread adjustment equal to 0.10%, 0.15% or 0.25% for interest periods of one month, three months and six months, respectively, plus, in each case, 3.50%.

From and after the delivery by the Company to the administrative agent for the Credit Agreement of financial statements for the first fiscal quarter ended after the effective date of the Amendment No. 1, the applicable margin over the base rate or Adjusted Term SOFR for the Term B-1 Loans will be in the range of 3.25% and 3.50% (for SOFR loans) and 2.25% and 2.50% (for base rate loans) based on a pricing grid as determined by reference to the applicable Secured Net Leverage Ratio (as defined in the Credit Agreement) for the most recent four fiscal quarter period for which financial statements have been delivered.

Borrowings under the Term B-2 Loans will bear interest, initially, at a rate equal to, at the Company's option, either:

- a base rate determined by reference to the highest of (i) the Federal Funds Rate (determined for any day as the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the business day next succeeding such day) plus 1/2 of 1%, (ii) the rate of interest in effect for such day as publicly announced from time to time by Goldman Sachs as its "prime rate" in effect at its principal office in New York City and notified to the Company, and (iii) to the extent ascertainable, one month Adjusted Term SOFR (determined as set forth below) plus 1.00%, plus, in any such case, 2.25%; or

- Adjusted Term SOFR determined by reference to the forward-looking term rate based on the secured overnight financing rate as administered by the Federal Reserve Bank of New York, plus a credit spread adjustment equal to 0.10%, 0.15% or 0.25% for interest periods of one month, three months and six months, respectively, plus, in each case, 3.25%.

From and after the delivery by the Company to the administrative agent for the Credit Agreement of financial statements for the first fiscal quarter ended after the effective date of the Amendment No. 1, the applicable margin over the base rate or Adjusted Term SOFR for the Term B-2 Loans will be in the range of 3.00% and 3.25% (for SOFR loans) and 2.00% and 2.25% (for base rate loans) based on a pricing grid as determined by reference to the applicable Secured Net Leverage Ratio for the most recent four fiscal quarter period for which financial statements have been delivered.

Borrowings under the Term B-3 Loans will bear interest, initially, at a rate equal to, at the Company's option, either:

- a base rate determined by reference to the highest of (i) the Federal Funds Rate (determined for any day as the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the business day next succeeding such day) plus 1/2 of 1%, (ii) the rate of interest in effect for such day as publicly announced from time to time by Goldman Sachs as its "prime rate" in effect at its principal office in New York City and notified to the Company, and (iii) to the extent ascertainable, one month Adjusted Term SOFR (determined as set forth below) plus 1.00%, plus, in any such case, 3.00%; or

- Adjusted Term SOFR determined by reference to the forward-looking term rate based on the secured overnight financing rate as administered by the Federal Reserve Bank of New York, plus a credit spread adjustment equal to 0.10%, 0.15% or 0.25% for interest periods of one month, three months and six months, respectively, plus, in each case, 4.00%.

Borrowings under the Revolving Credit Facility due 2026 will, following the Amendment No. 1, bear interest, initially, at a rate equal to, at the Company's option, either:

- a base rate determined by reference to the highest of (i) the Federal Funds Rate (determined for any day as the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the business day next succeeding such day) plus 1/2 of 1%, (ii) the rate of interest in effect for such day as publicly announced from time to time by Goldman Sachs as its "prime rate" in effect at its principal office in New York City and notified to the Company, and (iii) to the extent ascertainable, one month Adjusted Term SOFR (determined as set forth below) rate plus 1.00%, plus, in any such case, 2.00%; or
- Adjusted Term SOFR determined by reference to the forward-looking term rate based on the secured overnight financing rate as administered by the Federal Reserve Bank of New York, plus a credit spread adjustment equal to 0.10%, 0.15% or 0.25% for interest periods of one month, three months and six months, respectively, plus, in each case, 3.00%.

From and after the delivery by the Company to the administrative agent for the Credit Agreement of financial statements for the first fiscal quarter ended after the effective date of the Amendment No. 1, the applicable margin over the base rate or Adjusted Term SOFR for the Revolving Credit Facility due 2026 will be in the range of 2.75% and 3.00% (for SOFR loans) and 1.75% and 2.00% (for base rate loans) based on a pricing grid as determined by reference to the applicable Secured Net Leverage Ratio for the most recent four fiscal quarter period for which financial statements have been delivered.

The base rate is subject to a 0.00% floor. The Adjusted Term SOFR is subject to a floor equal to (i) for the Revolving Credit Facility due 2026, 0.00%, (ii) for the Term B-1 Loans, 0.25%, (iii) for the Term B-2 Loans, 0.50%, and (iv) for the Term B-3 Loans, 0.00%.

In addition, the Company will be required to pay a commitment fee on any unused portion of the Revolving Credit Facility due 2026 at a rate of 0.50% per annum, or, if the Secured Net Leverage Ratio for the most recent four fiscal quarter period for which financial statements have been delivered is equal to or less than 3.25 to 1.00, 0.375% per annum. The Company will also pay customary letter of credit fees, including a fronting fee equal to 0.125% per annum of the dollar equivalent of the maximum amount available to be drawn under all outstanding letters of credit, as well as customary issuance and administration fees.

One of the syndicated lenders of the Term B-1 Loans and Term B-3 Loans is a cooperative bank owned by its customers. Annually, this bank distributes patronage in the form of cash and stock in the cooperative based on the Company's average outstanding loan balance. The Company will recognize the patronage, generally as declared, in "Other (income) expense, net." The stock component will be recognized at its stated cost basis.

The Company may voluntarily repay and reborrow outstanding loans under the Revolving Credit Facility due 2026 at any time without a premium or a penalty, other than customary "breakage" costs with respect to SOFR revolving loans.

Guarantors and Security Interests, Credit Agreement

All obligations under the Term B-1 Loans, Term B-2 Loans, Term B-3 Loans and Revolving Credit Facility due 2026 are unconditionally guaranteed by the direct parent of the Company and each of the existing and future direct and indirect material, wholly-owned domestic subsidiaries of the Company, subject to certain exceptions (including for Cincinnati Bell Funding LLC, CBTS Funding LLC, Cincinnati Bell Funding Canada Ltd. (and any other similar special purpose receivables financing subsidiary), the Company's joint ventures, subsidiaries prohibited by applicable law or contractual obligation from becoming guarantors, immaterial subsidiaries, unrestricted subsidiaries, foreign subsidiaries, and other customary exceptions as more fully described in the Credit Agreement). Obligations outstanding under the Credit Agreement are secured by perfected first priority pledges of and security interests in (i) the equity interests of the Company held by its direct parent and (ii) substantially all of the assets of the Company and each subsidiary guarantor (subject to customary exceptions as more fully described in the Credit Agreement), including equity interests of each subsidiary guarantor under the Credit Agreement.

Corporate Credit Agreement (effective 2017)

In connection with the Merger Agreement, at the Effective Time, the outstanding loans under the Corporate Credit Agreement, dated as of October 2, 2017, were paid in full together with accrued interest and unpaid fees. As a result of the Company terminating the Corporate Credit Agreement, certain previously deferred costs and unamortized discount associated with the Corporate Credit Agreement's Revolving Credit Facility and Tranche B Term Loan due 2024 were written off in the Predecessor period of 2021. The loss on extinguishment of debt associated with the transaction was $10.7 million.

Accounts Receivable Securitization Facility

Cincinnati Bell Inc. and certain of its subsidiaries have an accounts receivable securitization facility ("Receivables Facility"). In the first quarter of 2023, the Company executed certain amendments (the "Amendments") to the Receivables Facility to, among other things: (i) increase the total maximum borrowing capacity to $280.0 million, (ii) separate the Receivables Facility into two separate facilities, with (A) the existing Receivables Facility (the "Network Receivables Facility"), as amended by the Amendments, covering receivables originated by certain U.S. subsidiaries of the Company including Cincinnati Bell Telephone Company LLC, Hawaiian Telcom Communications, Inc. and certain of their respective subsidiaries having a maximum borrowing capacity of $55.0 million and (B) a new facility (the "CBTS Receivables Facility") covering receivables originated by certain U.S. and Canadian subsidiaries in the Company's IT Services and Hardware segment including CBTS Technology Solutions LLC and OnX Enterprise Solutions Ltd. having a maximum borrowing capacity of $225.0 million, (iii) move the receivables monetization arrangements from the Network Receivables Facility to the CBTS Receivables Facility, and (iv) make applicable technical and conforming changes thereto. In addition, the Amendments extend the renewal dates of each facility to January 2025 and the termination dates of each facility to January 2026.

As of December 31, 2023, the Company had $36.1 million in borrowings and $16.7 million of letters of credit outstanding under the Network Receivables Facility, leaving $2.0 million remaining availability on the total borrowing capacity of $54.8 million. As of December 31, 2023, the Company had $209.9 million in borrowings and $0.5 million of letters of credit outstanding under the CBTS Receivables Facility, leaving $9.4 million remaining availability on the total borrowing capacity of $219.8 million. The maximum borrowing limit for loans and letters of credit under the Network Receivables Facility and the CBTS Receivables Facility is $55.0 million and $225.0 million, respectively, in the aggregate. The available borrowing capacity on each facility is calculated monthly based on the quantity and quality of outstanding accounts receivable, and thus may be lower than the maximum borrowing limit.

Interest on both the Network Receivables Facility and the CBTS Receivables Facility is based on the SOFR rate plus 1.4% for borrowings denominated in U.S. dollars. Interest on borrowings denominated in Canadian dollars under the CBTS Receivables Facility is based on the Canadian Dollar Offer Rate ("CDOR") plus 1.4%. The average interest rate on the Network Receivables Facility and the CBTS Receivables Facility in 2023 was 6.7% and 6.6%, respectively. The Company pays letter of credit fees on letters of credit drawn under each securitization facility and also pays commitment fees on the unused portions of each respective total facility.

Under the Network Receivables Facility and the CBTS Receivables Facility, certain U.S. and Canadian subsidiaries, as originators, sell their respective trade receivables on a continuous basis to Cincinnati Bell Funding LLC ("CBF"), Cincinnati Bell Funding Canada Ltd. ("CBFC") or CBTS Funding LLC ("CBTSF"), wholly-owned consolidated subsidiaries of the Company. Although CBF, CBFC and CBTSF are wholly-owned consolidated subsidiaries of the Company, CBF, CBFC and CBTSF are legally separate from the Company and each of the Company's other subsidiaries. Upon and after the sale or contribution of the accounts receivable to CBF, CBFC or CBTSF, such accounts receivable are legally assets of CBF, CBFC and CBTSF and, as such, are not available to creditors of other subsidiaries or the parent company. As a result of the Amendments, the CBTS Receivables Facility includes an option for CBTSF to sell, rather than borrow against, certain receivables on a non-recourse basis. As of December 31, 2023, the outstanding balance of certain accounts receivable sold, rather than borrowed against, was $3.5 million.

The transferors sell their respective trade receivables on a continuous basis to CBF, CBFC or CBTSF. In turn, CBF, CBFC or CBTSF grants, without recourse, a senior undivided interest in the pooled receivables to various purchasers, including commercial paper conduits, in exchange for cash while maintaining a subordinated undivided interest in the form of over-collateralization in the pooled receivables. The transferors have agreed to continue servicing the receivables for CBF, CBFC and CBTSF at market rates; accordingly, no servicing asset or liability has been recorded.

For the purposes of consolidated financial reporting, the Network Receivables Facility and the CBTS Receivables Facility are accounted for as secured financing. Because CBF has the ability to prepay the Network Receivables Facility and CBFC and CBTSF have the ability to prepay the CBTS Receivables Facility at any time by making a cash payment, the transfers do not qualify for "sale" treatment on a consolidated basis under ASC 860, "Transfers and Servicing."

On February 2, 2024, the Company executed an amendment to the CBTS Receivables Facility to extend the renewal date of the facility to April 2025 and replace CDOR, the benchmark rate of interest for borrowings denominated in Canadian dollars, with the Canadian Overnight Repo Rate Average ("CORRA"). As a result of the amendment, borrowings denominated in Canadian dollars under the CBTS Receivables Facility will bear interest based on CORRA plus 1.6%. All other material terms and conditions of the CBTS Receivables Facility were unchanged by the amendment.

Cincinnati Bell Telephone Notes

In 1998, CBT's predecessor issued $150.0 million in aggregate principal of 6.30% unsecured senior notes due 2028 (the "CBT Notes"), which are guaranteed on a subordinated basis by the Company but not its subsidiaries. The indenture related to the CBT Notes does not subject the Company or CBT to restrictive financial covenants, but it does contain a covenant providing that if CBT incurs certain liens on its property or assets, CBT must secure the outstanding CBT Notes equally and ratably with the indebtedness or obligations secured by such liens. The liens under the Credit Agreement resulted in the CBT Notes being secured equally and ratably with the collateral granted by CBT that secures the obligations under the Credit Agreement.

The maturity date of the CBT notes is in 2028, and the CBT Notes may be redeemed at any time at a redemption price equal to the greater of 100% of the principal amount of the CBT Notes to be redeemed or the sum of the present values of the remaining scheduled payments of principal and interest to maturity, plus accrued interest to the redemption date. The indenture governing the CBT Notes provides for customary events of default, including for failure to make any payment when due and for one or more defaults of any other existing debt instruments of the Company or CBT that exceeds $20.0 million, in the aggregate.

Paniolo Fiber Assets Financing Arrangement

In connection with the Paniolo Acquisition in the third quarter of 2021, the Company’s wholly-owned subsidiary, Hawaiian Telcom Inc. (“HTI”), entered into a purchase money financing agreement to finance a portion of the Paniolo Acquisition. The Paniolo fiber assets financing arrangement provides for a five-year $23.0 million loan secured by the Paniolo assets acquired in the transaction.

In the third quarter of 2023, the Company executed an amendment to the Paniolo fiber assets financing arrangement to replace LIBOR, the benchmark rate of interest, with Adjusted Term SOFR which is defined in the amendment as Term SOFR plus 0.1%. As a result of the amendment, borrowings under the Paniolo fiber assets financing arrangement bear interest at a rate per annum equal to Adjusted Term SOFR plus 3.0%. All other material terms and conditions of the Paniolo fiber assets financing arrangement were unchanged by the amendment. The Company guarantees HTI’s borrowings under the Paniolo fiber assets financing arrangement.

Digital Access Ohio Advance

The Company holds an interest in DAO (Note 1), which entered into a secured promissory note ("Digital Access Ohio Advance") to finance a portion of DAO's operations. The Digital Access Ohio Advance matures in July 2033, and the total borrowings shall not exceed $20.0 million in the aggregate. Borrowings under the Digital Access Ohio Advance bear interest at a rate per annum equal to the long term applicable federal rate plus 1.0%. The interest will continue to accrue and is due either upon maturity in July 2033 or upon repayment if that occurs prior to the maturity date. The Company guarantees DAO's borrowings under the Digital Access Ohio Advance. As of December 31, 2023, borrowings under the Digital Access Ohio Advance totaled $6.3 million.

Finance Lease Liabilities

Finance lease liabilities represent our obligation for certain leased assets, including vehicles and various equipment. These leases generally contain renewal or buyout options.

Debt Maturity Schedule

The following table summarizes our annual principal maturities of debt and other financing arrangements, excluding lease obligations, for the five years subsequent to December 31, 2023, and thereafter:

(dollars in millions)	Debt	Other financing arrangements
Year ended December 31,		
2024	$ 14.0	$ 0.2
2025	14.0	0.2
2026	432.9	0.2
2027	13.5	0.1
2028	1,359.9	0.1
Thereafter	6.3	—
	1,840.6	0.8
Net unamortized discount	(5.5)	—
Unamortized note issuance costs	(34.6)	—
Total debt	$ 1,800.5	$ 0.8

Deferred Financing Costs

Deferred financing costs are costs incurred in connection with obtaining long-term financing and renewing revolving credit agreements. Deferred financing costs are amortized on the effective interest method. In 2023, the Company incurred deferred financing costs of $0.4 million and $1.7 million related to amendments to the Network Receivables Facility and CBTS Receivables Facility, respectively, and $1.9 million related to the issuance of the Term B-3 loans. The Company incurred deferred financing costs of $0.1 million related to amending the Receivables Facility in 2022. In the Predecessor period of 2021, the Company incurred deferred financing costs of $1.0 million related to consent solicitation fees incurred for the Company's notes and amending and renewing revolving credit agreements. As a result of the Company terminating the Corporate Credit Agreement, deferred financing costs of $1.2 million and $6.1 million associated with the Corporate Credit Agreement's Revolving Credit Facility and Tranche B Term Loan due 2024, respectively, were written off in the Predecessor period of 2021. In the Successor period of 2021, the Company incurred deferred financing costs of $53.4 million associated with the issuance and the Amendment No. 1 of the Credit Agreement. In addition, the Company incurred deferred financing costs in the Successor period of 2021 of $3.9 million related to the consent fees paid to the holders of the 2024 Notes and 2025 Notes. The Company wrote-off deferred financing costs associated with the extinguishment of debt of $3.6 million in the Successor period of 2021.

The Company records costs incurred in connection with obtaining revolving credit agreements as an asset. As of December 31, 2023 and 2022, deferred financing costs recorded to "Other non-current assets" totaled $4.9 million and $5.3 million, respectively. Amortization of deferred financing costs, included in "Interest expense" in the Consolidated Statements of Operations, totaled $8.4 million in 2023, $7.1 million in 2022, and $2.0 million and $4.2 million in the Successor and Predecessor periods in 2021, respectively.

Debt Covenants

Credit Agreement

The Credit Agreement has a financial covenant that requires the Company to maintain a Senior Secured Net Leverage Ratio (as defined in the Credit Agreement) of 5.75 to 1.00 when the utilization under the Revolving Credit Facility due 2026 exceeds 35%. In addition, the Credit Agreement contains customary affirmative and negative covenants, including but not limited to, restrictions on the Company's ability to incur additional indebtedness, create liens, pay dividends, make certain investments, and prepay other indebtedness, sell, transfer, lease, or dispose of assets and enter into, or undertake, certain liquidations, mergers, consolidations or acquisitions.

The Credit Agreement contains customary events of default (which are in some cases subject to certain exceptions, thresholds and grace periods), including, but not limited to, nonpayment of principal or interest, failure to perform or observe covenants, breaches of representations and warranties, cross-defaults with certain other indebtedness, certain bankruptcy-related events or proceedings, final monetary judgments or orders, ERISA defaults, invalidity of loan documents or guarantees, and certain change of control events. If the Company was to violate any of its covenants and was unable to obtain a waiver, it would be considered a default. If the Company was in default under the Credit Agreement, no additional borrowings under the Revolving Credit Facility due 2026 would be available until the default was waived or cured.

The Term B-1 Loans, Term B-2 Loans and Term B-3 Loans are subject to the same affirmative and negative covenants and events of default as the Revolving Credit Facility due 2026, except that a breach of the financial covenants will not result in an event of default under the Term B-2 Loans unless and until the agent or a majority in interest of the lenders under the Revolving Credit Facility due 2026 have terminated their commitments under the Revolving Credit Facility due 2026 and accelerated the loans then outstanding under the Revolving Credit Facility due 2026 in response to such breach in accordance with the terms and conditions of the Credit Agreement.

Repayment of Notes

In the second quarter of 2023, the Company repaid the remaining $22.3 million outstanding principal amount of its 7 1/4% Notes due 2023 and related accrued and unpaid interest due upon the maturity date of the notes.

Extinguished Notes

In the fourth quarter of 2021, the Company redeemed all of the $650 million of 7% Senior Notes due 2024 and $350 million of 8% Senior Notes due 2025 at redemption prices of 101.750% and 104.000%, respectively, primarily using proceeds from the Incremental Term B-1 Loans Increase and the Term B-2 Loans. As a result, the Company recorded a loss on extinguishment of debt of $2.1 million in the fourth quarter of 2021.

8. Leases

Lessee Disclosures

The Company primarily leases real estate for offices, retail stores and central offices, as well as equipment, cell towers, designated space on third party towers and fleet vehicles. The Company leases its real estate for terms between 1 and 55 years, its equipment for terms between 3 and 10 years, its cell towers for terms between 5 and 21 years, its designated space on third party cell towers for terms between 5 and 55 years and its vehicles for terms of 5 years. Our leases have various expiration dates through 2071, some of which include options to extend the leases for up to 15 years.

Upon adoption of ASC 842 on January 1, 2019, the Company elected not to recognize leases with terms of one-year or less on the balance sheet. The Company's leases generally do not provide an implicit rate, and therefore the Company uses its incremental borrowing rate as the discount rate when measuring operating lease liabilities. The incremental borrowing rate represents an estimate of the interest rate the Company would incur at lease commencement to borrow an amount equal to the lease payments on a collateralized basis over the term of the lease.

Supplemental balance sheet information related to the Company's leases was as follows:

(dollars in millions)	Balance Sheet Location	December 31, 2023	December 31, 2022
Operating lease assets, net of amortization	Operating lease right-of-use assets	$ 78.3	$ 73.1
Finance lease assets, net of amortization	Property, plant and equipment, net	21.9	16.5
Operating lease liabilities:			
Current operating lease liabilities	Other current liabilities	12.8	12.7
Noncurrent operating lease liabilities	Operating lease liabilities	72.0	66.1
Total operating lease liabilities		84.8	78.8
Finance lease liabilities:			
Current finance lease liabilities	Current portion of long-term debt	12.9	9.9
Noncurrent finance lease liabilities	Long-term debt, less current portion	42.1	43.1
Total finance lease liabilities		$ 55.0	$ 53.0

The components of lease expense were as follows:

(dollars in millions)	Successor Year Ended December 31, 2023	Successor Year Ended December 31, 2022	Successor September 8, 2021 to December 31, 2021	Predecessor January 1, 2021 to September 7, 2021
Operating lease cost	$ 16.0	$ 14.6	$ 4.3	$ 8.1
Short-term lease cost	0.6	0.3	0.1	0.2
Variable lease cost	3.5	3.6	1.1	2.3
Finance lease cost:				
Depreciation on leased assets	8.0	4.7	2.0	4.5
Interest on lease liabilities	3.9	3.5	1.2	2.9
Total lease cost	$ 32.0	$ 26.7	$ 8.7	$ 18.0

Supplemental cash flow information related to leases was as follows:

(dollars in millions)	Successor Year Ended December 31, 2023	Successor Year Ended December 31, 2022	Successor September 8, 2021 to December 31, 2021	Predecessor January 1, 2021 to September 7, 2021
Supplemental Cash Flows Information				
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows from finance leases	$ 3.9	$ 3.4	$ 1.2	$ 2.9
Operating cash flows from operating leases	$ 13.4	$ 11.1	$ 3.4	$ 7.2
Financing cash flows from finance leases	$ 12.4	$ 8.3	$ 3.9	$ 9.9
Right-of-use assets obtained in exchange for lease obligations:				
New operating leases	$ 15.7	$ 12.2	$ 5.4	$ 11.5
New finance leases	$ 14.4	$ 12.3	$ 2.0	$ 3.8

Additional quantitative information related to leases was as follows:

	December 31, 2023	December 31, 2022
Weighted Average Remaining Lease Term		
Operating leases	14.03 years	12.06 years
Finance leases	4.82 years	5.67 years
Weighted Average Discount Rate		
Operating leases	7.34%	5.85%
Finance leases	7.55%	7.23%

Future minimum lease payments under non-cancellable leases as of December 31, 2023 are as follows:

(dollars in millions)	Operating Leases	Finance Leases
Year ended December 31,		
2024	$ 15.5	$ 16.8
2025	13.1	13.9
2026	11.4	10.8
2027	9.5	9.6
2028	9.1	8.5
Thereafter	91.9	7.5
Total future minimum lease payments	150.5	67.1
Less imputed interest	(64.7)	(11.2)
Total	$ 85.8	$ 55.9

As of December 31, 2023, we have additional future payments on operating leases that have not yet commenced for $1.0 million. These leases will commence in 2024 and have lease terms of three to thirty-three years. As of December 31, 2023, we have additional future payments for a finance lease that has not yet commenced for $0.9 million. This lease will commence in 2024 and has a lease term of five years.

Sale-Leaseback Disclosures

On August 31, 2021, the Company simultaneously exercised its bargain purchase option on real property located in Cincinnati, Ohio, previously classified as a finance lease, and sold it to a third party for $9.1 million. Net proceeds from the transactions were approximately $6.6 million after transactional costs. Concurrently with the sale, the Company entered into an operating lease arrangement with the third party purchaser of the property for a portion of the building to maintain use of the location as an office space. The transaction qualified for sale-leaseback accounting in accordance with ASC 842, and the Company recognized a gain on the sale of $2.8 million in August, 2021. The Company recorded an operating lease right-of-use asset and liability of $7.7 million related to the leaseback agreement on September 1, 2021.

Lessor Disclosures

The Company has operating leases related to its dark fiber arrangements for terms between 1 and 30 years. Our leases have various expiration dates through 2048, some of which include options to extend the lease. The Company recorded lease income related to operating lease payments of $3.4 million in 2023, $3.0 million in 2022, and $0.9 million and $2.0 million in the Successor and Predecessor periods of 2021, respectively.

The Company owns the underlying assets associated with its operating leases and records them in "Property, plant and equipment, net" on the Consolidated Balance Sheets.

Future minimum lease payments to be received under non-cancellable leases as of December 31, 2023 are as follows:

(dollars in millions)	Operating Leases
Year ended December 31,	
2024	$ 3.4
2025	3.1
2026	2.9
2027	2.9
2028	2.6
Thereafter	11.8
Total future minimum lease payments	26.7
Less imputed interest	(7.7)
Total	$ 19.0

9. Commitments and Contingencies

Other Installment Financing Arrangements

Prior to the acquisition of Hawaiian Telcom in July 2018, Hawaiian Telcom had an open dispute related to jointly-owned utility poles. Each of the electric utilities for the four counties in the State of Hawaii had separate agreements with Hawaiian Telcom for the joint ownership and maintenance of utility poles along with other third parties, such as the State of Hawaii. The agreements set forth various circumstances requiring pole removal, installation and replacement and the sharing of costs among the joint pole owners. The agreements allowed for the cost of work done by one joint pole owner to be shared by the other joint pole owners based on the apportionment of costs in the agreements. Generally, the electric utilities had maintained, replaced and installed the majority of the jointly-owned poles and had billed the other joint pole owners for their respective share of the costs. Hawaiian Telcom had a disagreement with the common owner of the utilities in three of the counties in Hawaii regarding the amount the utilities were requesting for their share of the capitalized costs.

The agreement approved by the Hawaii Public Utilities Commission in October 2018 provided for the transfer of Hawaiian Telcom's ownership responsibility of the poles to Hawaiian Electric Company ("HEC") and Hawaiian Telcom to pay a fixed annual fee to HEC for continued use of the poles. The agreement, referred to as the Pole License Agreement, has a duration of 10 years at a fixed rate with two renewal options each for five year terms. Due to the continuing involvement by the Company, this transaction does not meet the requirements to be accounted for as a sale-leaseback, and therefore it has been treated as a financing obligation. In connection with the Merger, the carrying value of the financing obligation was remeasured and includes a fair value step-up of $12.2 million recorded as of the Merger Date (see Note 10). As of December 31, 2023, the Company has a liability recorded of $43.6 million related to the payments for the use of the poles, of which $2.8 million is recognized within "Other current liabilities" in the Consolidated Balance Sheets. As of December 31, 2022, the Company had a liability recorded of $46.6 million related to the payments for the use of the poles, of which $3.0 million is recognized within "Other current liabilities" in the Consolidated Balance Sheets.

The IT Services and Hardware segment entered into an agreement in June 2018 for a building to use in its data center operations. Structural improvements were made to the facility in excess of normal tenant improvements and, as such, we are deemed the accounting owner of the facility. The term of the agreement for the building shell is a duration of 10 years with two renewal options each with a two-year term. In connection with the Merger, the carrying value of the financing obligation was remeasured and includes a fair value step-up of $0.7 million recorded as of the Merger Date (see Note 10). As of December 31, 2023, the Company has a liability of $3.0 million related to the financing arrangement, of which $0.6 million is recognized within "Other current liabilities" and $2.4 million is recognized within "Other noncurrent liabilities" in the Consolidated Balance Sheets. As of December 31, 2022, the Company had a liability of $3.5 million related to the financing arrangement, of which $0.6 million is recognized within "Other current liabilities" and $2.9 million is recognized within "Other noncurrent liabilities" in the Consolidated Balance Sheets.

The future minimum payments under the base agreements, as well as the renewal options for each arrangement which the Company expects to exercise, are as follows:

(dollars in millions)		
Year ended December 31,		
2024	$	5.8
2025		5.8
2026		5.8
2027		5.8
2028		4.3
Thereafter		36.0
Total future minimum financing obligation payments		63.5
Less imputed interest		(16.9)
Total	$	46.6

Trans-Pacific Submarine Cable

Commensurate with the acquisition of Hawaiian Telcom, the Company gained access to the SEA-US cable. In August 2014, Hawaiian Telcom joined several other telecommunication companies to form a consortium to build and operate the SEA-US cable. The total system cost was $235.0 million and was primarily composed of a supply contract with the lead contractor. The Company has a fractional ownership in the system and recognizes its fractional share at cost. In addition, the Company constructed a cable landing station in Hawaii and provides cable landing services. The system was completed in August 2017.

The Company has excess capacity on its share of the SEA-US cable that it makes available to other carriers for a fee. The Company has contracted and expects to enter into additional IRU agreements with other carriers for use of this excess fiber circuit capacity. The Company may receive up-front payments for services to be delivered over a period of up to 25 years. The Company has a remaining obligation related to the sale of capacity and other services of $18.8 million and $18.1 million at December 31, 2023 and 2022, respectively, recorded in "Other noncurrent liabilities" and $1.6 million and $1.4 million at December 31, 2023 and 2022, respectively, recorded in "Other current liabilities" in the Consolidated Balance Sheets, which was previously received in up-front payments. The Company is recognizing revenue for the cable on a straight-line basis over the contract term. The Company recognizes a financing component in accordance with ASC 606 associated with the up-front payments as the contract terms range up to 25 years.

Dedicated Fiber Agreement

In the Predecessor period of the third quarter of 2021, the Company entered into an IRU agreement to provide dedicated fiber routes for a period of 20 years. During 2023 and 2022, the Company incurred costs of $16.3 million and $2.2 million, respectively, related to the dedicated fiber route build, with all such costs capitalized. Nominal costs were incurred by the Company in 2021. As of December 31, 2023, the Company has a liability of $58.6 million for services to be delivered related to up-front payments previously received, of which $2.1 million is recorded in “Other current liabilities” and $56.5 million is recorded in “Other noncurrent liabilities” in the Consolidated Balance Sheets. As of December 31, 2022, the Company has a liability of $52.9 million for services to be delivered related to up-front payments previously received, of which $1.4 million is recorded in “Other current liabilities” and $51.5 million is recorded in “Other noncurrent liabilities” in the Consolidated Balance Sheets. The Company will receive additional up-front payments for the remaining contract revenue upon completing certain milestones related to the build of the dedicated fiber routes. Revenue for the IRU agreement will be recognized on a straight-line basis over the contract term. The Company recognizes a financing component in accordance with ASC 606 associated with the up-front payments as the contract term is 20 years.

Involuntary Events and Contingencies

In August 2023, wildfires ignited on Maui and Hawaii islands and spread rapidly due to extreme wind conditions caused in part by Hurricane Dora which traveled 800 miles offshore west of Maui. The fires caused widespread damage to Lahaina town on the island of Maui and the surrounding area, including physical loss and damage to certain of the Company’s fiber and copper assets and Company owned equipment located on customer premises. The Company experienced the loss of business income immediately following the fires and is expected to continue to experience loss of business income for an unknown amount of time. The Company expects to file insurance claims for the physical loss and damages experienced in Lahaina and for business income losses resulting from the matter. As of December 31, 2023, the Company has a general liability recorded related to this matter of $4.0 million, of which $2.0 million is recorded in "Other current liabilities" and $2.0 million is recorded in "Other noncurrent liabilities" in the Consolidated Balance Sheets. An offsetting receivable of $2.0 million associated with amounts expected to be reimbursed by insurance has been recorded in "Other noncurrent assets" in the Consolidated Balance Sheets. Additionally, due to the age of certain of the impacted assets, the net book value that was disposed in 2023 due to fire damage was nominal in nature.

In October 2023, attorneys filed a Second Amended Complaint in a proposed class action lawsuit filed in Hawaii state court, adding the Company along with other telecommunications companies and private and public landowners. Legal expenses of $1.1 million related to this matter have been recorded in the year ended December 31, 2023.

In the fourth quarter of 2023, the Company committed $2.5 million to a voluntary fund that would be used to pay victims of death or serious physical injury from the wildfires on Maui and is recorded in "Accounts payable" in the Consolidated Balance Sheets. The contribution was funded in March 2024.

Asset Retirement Obligations

Asset retirement obligations exist for certain assets. In conjunction with the acquisition of Hawaiian Telcom, the Company recognized certain asset retirement obligations related to underground tanks and environmental remediation that will occur prior to the retirement of certain assets. These obligations are recorded in "Other noncurrent liabilities" in the Consolidated Balance Sheets. Additionally, the Company recognizes certain asset retirement obligations related to data center leases which are recorded in "Accounts payable" in the Consolidated Balance Sheets.

The following table presents the activity for the Company’s asset retirement obligations:

(dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022
Balance, beginning of period	$ 7.2	$ 7.3
Liabilities incurred	—	—
Liabilities settled	(0.2)	(0.4)
Accretion expense	0.3	0.3
Balance, end of period	$ 7.3	$ 7.2

Indemnifications

During the normal course of business, the Company makes certain indemnities, commitments, and guarantees under which it may be required to make payments in relation to certain transactions. These include (a) intellectual property indemnities to customers in connection with the use, sale, and/or license of products and services, (b) indemnities to customers in connection with losses incurred while performing services on their premises, (c) indemnities to vendors and service providers pertaining to claims based on negligence or willful misconduct of the Company, (d) indemnities involving the representations and warranties in certain contracts, and (e) outstanding letters of credit which totaled $17.2 million as of December 31, 2023. In addition, the Company has made contractual commitments to several employees providing for payments upon the occurrence of certain prescribed events. The majority of these indemnities, commitments, and guarantees do not provide for any limitation on the maximum potential for future payments that the Company could be obligated to make.

As permitted under Ohio law, the Company has agreements whereby the Company indemnifies its officers and directors for certain events or occurrences while the officer or director is, or was, serving at the Company's request in such capacity. The term of the indemnification period is for the lifetime of the officer or director. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company has a director and officer insurance policy that limits the Company's exposure and enables the Company to recover a portion of any future amounts paid. As a result of the Company's insurance policy coverage, the Company believes the estimated fair value of these indemnification agreements is minimal. The Company has no liabilities recorded for these agreements as of December 31, 2023 or 2022.

Purchase Commitments

The Company has purchase commitments and blanket purchase requisitions related to certain goods and services. These agreements typically range from one to three years. As of December 31, 2023 and 2022, the minimum commitments associated with these arrangements that are noncancellable in nature, are not considered significant. The Company generally has the right to cancel open purchase orders prior to delivery and to terminate the contracts without cause.

Litigation

Cincinnati Bell and its subsidiaries are subject to various lawsuits, actions, proceedings, claims and other matters asserted under laws and regulations in the normal course of business. We believe the liabilities accrued for legal contingencies in our consolidated financial statements, as prescribed by GAAP, are adequate in light of the probable and estimable contingencies. However, there can be no assurances that the actual amounts required to satisfy alleged liabilities from various legal proceedings, claims, tax examinations, and other matters, and to comply with applicable laws and regulations, will not exceed the amounts reflected in our consolidated financial statements. As such, costs, if any, that may be incurred in excess of those amounts provided as of December 31, 2023, cannot be reasonably determined.

10. Financial Instruments and Fair Value Measurements

Cash Flow Hedging

Cash Flow Hedges Not Designated as Hedging Instruments

The Company uses non-designated cash flow hedges including interest rate swap agreements and interest rate cap agreements to minimize its exposure to interest rate fluctuations on variable rate debt borrowings. Interest rate swaps involve the exchange of fixed and variable rate interest payments and do not represent an actual exchange of the underlying notional amounts between parties. Interest rate caps provide that the counterparty will pay the purchaser at the end of each contractual period in which the index interest rate exceeds the contractually agreed upon cap rate.

In the second quarter of 2022, the Company entered into three forward starting non-amortizing interest rate swaps to convert variable rate debt to fixed rate debt. The interest rate swaps have notional amounts of $175.0 million, $115.0 million and $85.0 million resulting in interest payments based on an average fixed rate per swap of 2.9185%, 2.8520% and 2.8605%, respectively, plus the applicable margin per the requirements in the Credit Agreement. The interest rate swaps expire in May 2026.

In the second quarter of 2022, the Company entered into two interest rate cap agreements to limit exposure to interest rate risk on variable rate debt. The interest rate caps each have a cap rate of 3.0% with notional amounts of $200.0 million and $175.0 million and deferred premiums of $6.7 million and $5.3 million, respectively. The deferred premiums will be paid on a monthly basis over the term of the respective interest rate cap. The interest rate caps expire in May 2026.

In the first quarter of 2023, the Company entered into three forward starting non-amortizing interest rate swaps to convert variable rate debt to fixed rate debt. The interest rate swaps have notional amounts of $150.0 million, $150.0 million and $100.0 million resulting in interest payments based on an average fixed rate per swap of 3.6875%, 3.6500% and 3.5095%, respectively, plus the applicable margin per the requirements in the Credit Agreement. The interest rate swaps expire in March 2027.

In January 2024, the Company entered into a forward starting non-amortizing interest rate swap to convert variable rate debt to fixed rate debt. The interest rate swap has a notional amount of $200.0 million resulting in interest payments based on an average fixed rate per swap of 4.3030%, plus the applicable margin per the requirements in the Credit Agreement. The interest rate swap expires in July 2025.

The fair value of the Company's interest rate swaps and interest rate caps are impacted by the credit risk of both the Company and its counterparties. The Company has agreements with its derivative financial instrument counterparties that contain provisions providing that if the Company defaults on the indebtedness associated with its derivative financial instruments, then the Company could also be declared in default on its derivative financials instruments obligations. In addition, the Company minimizes nonperformance risk on its derivative instruments by evaluating the creditworthiness of its counterparties, which are limited to major banks and financial institutions.

The Company does not apply hedge accounting to the interest rate swaps and interest rate caps and records all mark-to-market adjustments directly to "Other (income) expense, net" in the Consolidated Statements of Operations. The fair values of the interest rate swaps and interest rate caps are categorized as Level 2 in the fair value hierarchy as they are based on well-recognized financial principles and available market data.

As of December 31, 2023, the fair values of the interest rate swaps and interest rate caps are recorded in the Consolidated Balance Sheets as follows:

(dollars in millions)	Balance Sheet Location	December 31, 2023	Quoted Prices in Active Markets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Assets:					
Interest Rate Swap	Other current assets	$ 10.7	$ —	$ 10.7	$ —
Interest Rate Swap	Other noncurrent assets	$ 1.8	$ —	$ 1.8	$ —
Interest Rate Cap	Other current assets	$ 3.2	$ —	$ 3.2	$ —
Liabilities:					
Interest Rate Swap	Other noncurrent liabilities	$ 3.8	$ —	$ 3.8	$ —
Interest Rate Cap	Other noncurrent liabilities	$ 2.6	$ —	$ 2.6	$ —

As of December 31, 2022, the fair values of the interest rate swaps and interest rate caps are recorded in the Consolidated Balance Sheets as follows:

(dollars in millions)	Balance Sheet Location	December 31, 2022	Quoted Prices in Active Markets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Assets:					
Interest Rate Swap	Other current assets	$ 7.2	$ —	$ 7.2	$ —
Interest Rate Swap	Other noncurrent assets	$ 5.1	$ —	$ 5.1	$ —
Interest Rate Cap	Other current assets	$ 3.8	$ —	$ 3.8	$ —
Liabilities:					
Interest Rate Cap	Other noncurrent liabilities	$ 2.4	$ —	$ 2.4	$ —

The following table summarizes the location of gains in the Consolidated Statements of Operations that were recognized during the years ended December 31, 2023 and 2022, in addition to the derivative contract type:

(dollars in millions)	Statement of Operations Location	Year ended December 31, 2023	Year ended December 31, 2022
Interest Rate Swap	Other (income) expense, net	$ (9.3)	$ (11.7)
Interest Rate Cap	Other (income) expense, net	$ (3.8)	$ (0.3)

Interest Rate Hedges

In the second quarter of 2018, the Company entered into one forward starting non-amortizing interest rate swap with a notional amount of $300.0 million to convert variable rate debt to fixed rate debt. The interest rate swap became effective in June 2018 with an expiration date in June 2023. The interest rate swap resulted in interest payments based on an average fixed rate of 2.938% plus the applicable margin per the requirements in the Company's former Corporate Credit Agreement.

In the first quarter of 2019, the Company entered into three forward starting non-amortizing interest rate swaps, with a notional amount of $89.0 million each, to convert variable rate debt to fixed rate debt. The interest rate swaps became effective in March 2019 with expiration dates in March 2024. The interest rate swaps resulted in interest payments based on an average fixed rate per swap of 2.275%, 2.244% and 2.328% plus the applicable margin per the requirements in the Company's former Corporate Credit Agreement.

Upon inception, the interest rate swaps were designated as cash flow hedges under ASC 815, with gains and losses, net of tax, measured on an ongoing basis recorded in accumulated other comprehensive loss. The fair value of the interest rate swaps was categorized as Level 2 in the fair value hierarchy as they were based on well-recognized financial principles and available market data.

The Company terminated four interest rate swaps in the Predecessor period of the third quarter of 2021 in connection with the repayment in full of the Term Loan B under the Company's former Corporate Credit Agreement that occurred as part of the Merger Agreement.

The amount of gains recognized in Accumulated Other Comprehensive Income ("AOCI") (effective portion) net of reclassifications into earnings is as follows:

	Successor			Predecessor
(dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Interest Rate Swap	$ —	$ —	$ —	$ 5.3

The amount of losses reclassified from AOCI into earnings is as follows:

		Successor			Predecessor
(dollars in millions)	Statement of Operations Location	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Interest Rate Swap	Other (income) expense, net	$ —	$ —	$ —	$ (20.1)
Interest Rate Swap	Interest expense	$ —	$ —	$ —	$ (5.4)

Disclosure on Financial Instruments

The carrying values of the Company's financial instruments approximate the estimated fair values as of December 31, 2023 and December 31, 2022, except for the Company's long-term debt and other financing arrangements. The carrying and fair values of these items are as follows:

	December 31, 2023		December 31, 2022	
(dollars in millions)	Carrying Value	Fair Value	Carrying Value	Fair Value
Long-term debt, including current portion*	$ 1,842.3	$ 1,815.1	$ 1,686.5	$ 1,647.0
Other financing arrangements	46.6	40.4	50.1	45.3

* Excludes finance leases, other financing arrangements and note issuance costs

In connection with the Merger, the carrying values of the Company's long-term debt and other financing arrangements include fair value adjustments as of the Merger Date. The fair value of our long-term debt was based on closing or estimated market prices of the Company’s debt at December 31, 2023 and December 31, 2022, which is considered Level 2 of the fair value hierarchy. The fair value of the other financing arrangements was calculated using a discounted cash flow model that incorporates current borrowing rates for obligations of similar duration, which is considered Level 3 of the fair value hierarchy. As of December 31, 2023, the current borrowing rate was estimated by applying the Company's credit spread to the risk-free rate for a similar duration borrowing.

11. Pension and Postretirement Plans

Savings Plans

The Company sponsors several defined contribution plans covering substantially all employees. The Company's contributions to the plans are based on matching a portion of the employee contributions. Both employer and employee contributions are invested in various investment funds at the direction of the employee. Employer contributions to the defined contribution plans were $14.9 million in 2023, $13.9 million in 2022 and $4.0 million and $9.7 million in the Successor and Predecessor periods of 2021, respectively.

Pension and Postretirement Plans

Unrecognized actuarial net gains and losses for the Cincinnati Plans (defined below) and the Hawaii Plans (defined below) are primarily generated by differences between assumed and actual rates of return on invested assets, changes in discount rates and healthcare costs. Additionally, in Hawaii, a favorable amendment to the postretirement health and life insurance plan generated unrecognized gains in the twelve months ended December 31, 2022. Because gains and losses reflect refinements in estimates, as well as real changes in economic values, and because some gains in one period may be offset by losses in another or vice versa, we are not required to recognize these gains and losses in the periods that they occur. Instead, if the gains and losses exceed a 10% corridor defined in the accounting literature, the excess is amortized over a defined term. In conjunction with remeasuring the pension and postretirement benefit obligations as of the Merger Date, the amortization period for the Cincinnati pension plans in the Successor period was updated to amortize the excess over the average remaining life expectancy of plan participants from the average future working lifetime which was utilized in the Predecessor period. This change did not have an impact in the 2021 Successor period as gains or losses were not generated until December 31, the next measurement date. Additionally in the Successor period, the market-related value of assets is equal to the fair market value. Previously, the market-related value of assets was determined using a five-year moving market average method. Except for these changes described related to the Cincinnati pension plans, no other changes to methodology were made in the Successor period as a result of the Merger.

Cincinnati Plans

The Company sponsors three noncontributory defined benefit pension plans: one for eligible management employees, one for non-management employees, and one supplemental, nonqualified, unfunded plan for certain former senior executives (collectively the "Cincinnati Plans"). The management pension plan is a cash balance plan in which the pension benefit is determined by a combination of compensation-based credits and annual guaranteed interest credits. The non-management pension plan is also a cash balance plan in which the combination of service and job-classification-based credits and annual interest credits determine the pension benefit. Benefits for the supplemental plan are based on eligible pay, adjusted for age and service upon retirement. We fund both the management and non-management plans in an irrevocable trust through contributions, which are determined using the traditional unit credit cost method. We also use the traditional unit credit cost method for determining pension cost for financial reporting purposes.

The Company also provides healthcare and group life insurance benefits for eligible retirees. As of October 1, 2023, healthcare benefits and other group life insurance benefits are funded through general funds of the Company. Prior to October 1, 2023, we funded healthcare benefits and other group life insurance benefits using Voluntary Employee Benefit Association ("VEBA") trusts. It is our practice to fund amounts as deemed appropriate from time to time. Contributions are subject to Internal Revenue Service ("IRS") limitations developed using the traditional unit credit cost method. The actuarial expense calculation for our postretirement health plan is based on numerous assumptions, estimates, and judgments including healthcare cost trend rates and cost sharing with retirees. Retiree healthcare benefits were phased out as of December 31, 2018 for all employees, with the exception of a small group of grandfathered employees. The postretirement health plan also includes liabilities associated with employees who have special death benefits only.

Hawaii Plans

The Company sponsors one noncontributory defined benefit plan for union employees, one cash balance pension plan for nonunion employees, and two postretirement health and life insurance plans for Hawaiian Telcom employees (collectively the "Hawaii Plans").

On December 31, 2023, the cash balance pension plan for nonunion employees ("HTMPP") under the Hawaii plans was merged into the management pension plan ("CBMPP") under the Cincinnati Plans. Pension plan assets and liabilities in the HTMPP were transferred to the CBMPP and remeasured at December 31, 2023.

During 2022, Hawaiian Telcom's pension plans made lump sum payments of $7.5 million resulting in a reduction of the plan benefit obligation of $7.5 million and a nominal pension settlement cost. During 2021, Hawaiian Telcom's pension plans made lump sum payments of $1.9 million in the Successor period and $7.4 million in the Predecessor period resulting in a reduction of the plan benefit obligation of $1.9 million and $7.4 million, respectively. The Company recorded a nominal pension settlement gain in the Successor period as a result of the sum of the service cost and the interest cost component of the net pension cost exceeding lump sum payments to the plan participants. The Company recorded a pension settlement cost of $0.4 million in the Predecessor period as a result of lump sum payments to the plan participants exceeding the sum of the service cost and the interest cost component of the net pension cost.

In the third quarter of 2022, the Company identified a correction related to the Hawaiian Telcom postretirement health and life insurance plans liability. The adjustment resulted in an increase to the "Postretirement and Other Benefits liability" of $45.9 million, an increase to "Goodwill" of $35.0 million and reduction to "Deferred income tax liabilities" of $10.9 million on the Consolidated Balance Sheets. The impact of the correction is immaterial to current and prior period financial statements. The postretirement health and life insurance plan was amended in the fourth quarter of 2022 to limit the amount of Medicare Part-B premium reimbursements to the standard amount resulting in an actuarial gain of $4.7 million recorded to "Accumulated other comprehensive income."

Components of Net Periodic Cost

The following information relates to noncontributory defined benefit pension plans, postretirement healthcare plans, and life insurance benefit plans for the years ended December 31, 2023 and 2022, and the Successor and Predecessor periods in 2021 for the Cincinnati Plans and the Hawaii Plans. In accordance with ASU 2017-07, only the service cost component of net benefit cost is eligible for capitalization, which was immaterial for the years ended December 31, 2023 and 2022, and the Successor and Predecessor periods in 2021.

Pension and postretirement costs (benefits) for these plans were comprised of:

	Pension Benefits				Postretirement and Other Benefits			
	Successor			Predecessor	Successor			Predecessor
(dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Service cost	$ —	$ —	$ —	$ —	$ 0.5	$ 0.8	$ 0.1	$ 0.3
Interest cost on projected benefit obligation	22.0	16.3	4.7	10.2	5.2	4.2	0.8	1.8
Expected return on plan assets	(20.8)	(27.5)	(10.2)	(19.9)	—	—	—	—
Amortization of:								
Prior service benefit	—	—	—	—	(0.7)	(0.2)	—	(1.7)
Actuarial (gain) loss	(0.3)	—	—	16.0	(4.7)	(0.6)	—	—
Pension/postretirement cost (benefit)	$ 0.9	$ (11.2)	$ (5.5)	$ 6.3	$ 0.3	$ 4.2	$ 0.9	$ 0.4

Amortization of prior service benefit and actuarial (gain) loss in the years ended December 31, 2023 and 2022 and in the Predecessor period represent reclassifications from accumulated other comprehensive income.

The following are the weighted-average assumptions used in measuring the net periodic cost of the pension and postretirement benefits:

Cincinnati Plans	Pension Benefits				Postretirement and Other Benefits			
	Successor			Predecessor	Successor			Predecessor
	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Discount rate	5.40 %	2.70 %	2.60 %	2.40 %	5.40 %	2.80 %	2.60 %	2.40%
Expected long-term rate of return	6.00 %	5.80 %	6.00 %	6.00 %	—	—	—	—
Cash balance interest credit rate	4.00 %	4.00 %	4.00 %	4.00 %	—	—	—	—
Future compensation growth rate	—	—	—	—	—	—	—	—

Hawaii Plans	Pension Benefits				Postretirement and Other Benefits			
	Successor			Predecessor	Successor			Predecessor
	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Discount rate	5.40 %	3.90 %	2.50 %	2.30 %	5.50 %	3.70 %	2.80 %	2.60 %
Expected long-term rate of return	5.50 %	5.00 %	6.00 %	6.00 %	—	—	—	—
Cash balance interest credit rate	5.10 %	1.90 %	1.10 %	1.20 %	—	—	—	—
Future compensation growth rate	—	—	—	—	—	—	—	—

The expected long-term rate of return on plan assets, developed using the building block approach, for each of the plans is based on the mix of investments held directly by the plans and the current view of expected future returns, which is influenced by historical averages. Changes in actual asset return experience and discount rate assumptions can impact the Company's operating results, financial position and cash flows.

The Company utilized the Pri-2012/MP-2021 mortality tables published by the Society of Actuaries to measure the benefit obligations as of December 31, 2023 and 2022.

Benefit Obligation and Funded Status

Changes in the plans' benefit obligations and funded status are as follows:

(dollars in millions)	Pension Benefits		Postretirement and Other Benefits	
	Year Ended December 31, 2023	Year Ended December 31, 2022	Year Ended December 31, 2023	Year Ended December 31, 2022
Change in benefit obligation:				
Benefit obligation at beginning of period	$ 439.5	$ 611.9	$ 102.4	$ 100.9
Service cost	—	—	0.5	0.8
Interest cost	22.0	16.3	5.2	4.2
Hawaii Plan Adjustment	—	—	—	45.9
Plan Amendment	0.1	—	—	(4.7)
Actuarial loss (gain) (a) (b)	8.8	(146.3)	1.1	(37.1)
Benefits paid	(36.7)	(34.9)	(9.1)	(9.8)
Settlements (c)	—	(7.5)	—	—
Other	—	—	2.0	2.2
Benefit obligation at end of period	$ 433.7	$ 439.5	$ 102.1	$ 102.4
Change in plan assets:				
Fair value of plan assets at beginning of period	$ 390.6	$ 559.2	$ 3.2	$ 3.3
Actual return (loss) on plan assets	41.7	(128.3)	—	0.1
Employer contributions	2.2	2.1	6.9	7.3
Benefits paid	(36.7)	(34.9)	(7.0)	(7.5)
Settlements (c)	—	(7.5)	—	—
Fair value of plan assets at end of period	397.8	390.6	3.1	3.2
Unfunded status	$ (35.9)	$ (48.9)	$ (99.0)	$ (99.2)

(a) The actuarial loss recorded for the year ended December 31, 2023 for the pension plans was primarily driven by a decrease in the discount rate. The actuarial (gain) recorded during the year ended December 31, 2022 for the pension plans was primarily driven by an increase in the discount rate.

(b) The actuarial loss recorded for the year ended December 31, 2023 for the postretirement plans was primarily driven by a decrease in the discount rate. The actuarial (gain) recorded for the year ended December 31, 2022 for the postretirement plans was primarily driven by an increase in the discount rate, updated census data and the result of actual versus expected benefit payments.

(c) Participant elections to take lump sum payments that exceeded the settlement accounting threshold and have been categorized as settlements.

The following are the weighted-average assumptions used in accounting for and measuring the projected benefit obligations:

Cincinnati Plans	Pension Benefits		Postretirement and Other Benefits	
	Year Ended December 31, 2023	Year Ended December 31, 2022	Year Ended December 31, 2023	Year Ended December 31, 2022
Discount rate	5.00 %	5.40 %	5.00 %	5.40 %
Cash balance interest credit rate	4.00 %	4.00 %	—	—
Future compensation growth rate	—	—	—	—

Hawaii Plans	Pension Benefits		Postretirement and Other Benefits	
	Year Ended December 31, 2023	Year Ended December 31, 2022	Year Ended December 31, 2023	Year Ended December 31, 2022
Discount rate	5.00 %	5.40 %	5.10 %	5.50 %
Cash balance interest credit rate	—	5.10 %	—	—
Future compensation growth rate	—	—	—	—

The assumed healthcare cost trend rate used to measure the postretirement health benefit obligation is shown below:

Cincinnati Plans	Year Ended December 31, 2023	Year Ended December 31, 2022
Healthcare cost trend	7.00 %	6.50 %
Rate to which the cost trend is assumed to decline (ultimate trend rate)	4.80 %	4.80 %
Year the rates reach the ultimate trend rate	2033	2032

The projected benefit obligation is recognized in the Consolidated Balance Sheets as follows:

	Pension Benefits		Postretirement and Other Benefits	
	December 31,		December 31,	
(dollars in millions)	2023	2022	2023	2022
Other noncurrent assets	$ 2.1	$ —	$ —	$ —
Accrued payroll and benefits	1.5	1.5	7.9	8.1
Pension and postretirement benefit obligations	36.5	47.4	91.1	91.1
Total	$ 35.9	$ 48.9	$ 99.0	$ 99.2

Amounts recognized in "Accumulated other comprehensive income" in the Consolidated Balance Sheets which have not yet been recognized in net pension costs consisted of the following:

	Pension Benefits		Postretirement and Other Benefits	
	December 31,		December 31,	
(dollars in millions)	2023	2022	2023	2022
Prior service cost, net of tax of ($0.4), ($0.2)	$ —	$ —	$ (1.2)	$ (0.6)
Actuarial gain (loss), net of tax of ($0.8), ($1.6), $8.9, $10.2	5.8	(5.1)	28.6	32.8
Total	$ 5.8	$ (5.1)	$ 27.4	$ 32.2

Amounts recognized in "Accumulated other comprehensive income" on the Consolidated Statements of Equity (Deficit) and the Consolidated Statements of Comprehensive Income (Loss) are shown below:

	Pension Benefits		Postretirement and Other Benefits	
(dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022	Year Ended December 31, 2023	Year Ended December 31, 2022
Prior service cost recognized:				
Reclassification adjustments	$ —	$ —	$ (0.8)	$ 4.7
Actuarial gain (loss) recognized:				
Reclassification adjustments	(0.3)	—	(4.7)	(0.8)
Actuarial gain (loss) arising during the period	12.0	(9.4)	(0.8)	37.6

Plan Assets, Investment Policies and Strategies

Cincinnati and Hawaii Plans

The primary investment objective for the trusts holding the assets of the pension and postretirement plans is preservation of capital with a reasonable amount of long-term growth and income without undue exposure to risk. The investment follows a glide path approach toward liability-driven investing that shifts a higher portfolio weighting to fixed income as the plan's funded status increases. The current target allocations for the pension plan assets are 40% equity securities and 60% investment grade fixed income securities with the exception of the Hawaii pension plan for union employees that is 30% equity securities and 70% investment grade fixed income securities as a result of its funded status. Equity securities are primarily held in the form of passively managed funds that seek to track the performance of a benchmark index. Equity securities include investments in growth and value common stocks of companies located in the United States, which represents approximately 50% of the equity securities held by the pension plans at December 31, 2023, as well as stock of international companies located in both developed and emerging markets around the world. Fixed income securities primarily include holdings of funds, which generally invest in a variety of intermediate and long-term investment grade corporate bonds from diversified industries and U.S. Treasuries. The postretirement plan assets held by the Cincinnati plan are currently invested in a group insurance contract.

The fair values of the pension plan assets at December 31, 2023 and 2022 by asset category are as follows:

(dollars in millions)	December 31, 2023	Quoted prices in active markets Level 1	Significant observable inputs Level 2	Significant unobservable inputs Level 3
Mutual funds				
U.S. equity index funds	$ 72.9	$ 72.9	$ —	$ —
International equity index funds	72.6	72.6	—	—
Fixed income bond funds	252.0	252.0	—	—
Fixed income short-term money market funds	0.3	0.3	—	—
Group insurance contract	3.1	—	—	—
Total	$ 400.9	$ 397.8	$ —	$ —

(dollars in millions)	December 31, 2022	Quoted prices in active markets Level 1	Significant observable inputs Level 2	Significant unobservable inputs Level 3
Mutual funds				
U.S. equity index funds	$ 71.5	$ 71.5	$ —	$ —
International equity index funds	74.5	74.5	—	—
Fixed income bond funds	244.5	244.5	—	—
Fixed income short-term money market funds	0.1	0.1	—	—
Group insurance contract	3.2	—	—	—
Total	$ 393.8	$ 390.6	$ —	$ —

The fair values of Level 1 investments are based on quoted prices in active markets.

The group insurance contract is valued at contract value plus accrued interest and has not been included in the fair value hierarchy but is included in the totals above.

Contributions to our qualified pension plans were $0.2 million in 2023 and there were no contributions to our qualified pension plans in 2022 and the Successor period in 2021. Contributions to our qualified pension plans were $0.9 million in the Predecessor period in 2021. Contributions to our non-qualified pension plans were $2.0 million in 2023, $2.2 million in 2022, $0.8 million in the Successor period in 2021 and $1.8 million in the Predecessor period in 2021.

Based on current assumptions, contributions are expected to be approximately $1 million to the qualified plans and approximately $2 million to the non-qualified plans in 2024. Management expects to make cash payments of approximately $7 million related to its postretirement health plans in 2024.

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid over the next ten years:

(dollars in millions)	Pension Benefits	Postretirement and Other Benefits	Medicare Subsidy Receipts
2024	$ 48.2	$ 8.0	$ (0.1)
2025	46.3	7.9	(0.1)
2026	42.7	7.7	(0.1)
2027	40.3	7.6	(0.1)
2028	38.1	7.5	(0.1)
Years 2029 - 2033	159.7	35.4	(0.2)

12. Equity

Pursuant to the Merger Agreement, Parent acquired all of the equity interests in the Company. In connection with the consummation of the Merger Agreement, each of our issued and outstanding Common Shares was converted to $15.50 in cash per Common Share and paid to the shareholders.

The Company redeemed each of our issued and outstanding Depositary Shares simultaneously with the redemption of the 6 ¾% Preferred Shares at a redemption price of $50 per Depositary Share (equivalent to $1,000 per 6 ¾% Preferred Share).

Effective October 18, 2021, Parent amended and restated the Articles of Incorporation of Cincinnati Bell to reduce the number of authorized shares from 96,000,000 Common Shares to 100 Common Shares, each with $0.01 par value. As of December 31, 2023 and 2022, Parent is the sole shareholder of the Company's 100 Common Shares.

Accumulated Other Comprehensive Income (Loss)

Shareowners' equity includes accumulated other comprehensive income (loss) that is comprised of pension and postretirement unrecognized prior service benefit (cost) and unrecognized actuarial (gain) loss, and foreign currency translation gain (loss).

The changes in accumulated other comprehensive income (loss) by component were as follows:

(dollars in millions)	Unrecognized Net Periodic Pension and Postretirement Benefit (Cost)	Foreign Currency Translation Gain (Loss)	Total
Balance as of December 31, 2021	$ 2.6	$ (1.4)	$ 1.2
Remeasurement of benefit obligations	25.1	—	25.1
Reclassifications, net	(0.6) (a)	—	(0.6)
Foreign currency loss	—	(6.2)	(6.2)
Balance as of December 31, 2022	$ 27.1	$ (7.6)	$ 19.5
Remeasurement of benefit obligations	10.5	—	10.5
Reclassifications, net	(4.4) (a)	—	(4.4)
Foreign currency gain	—	2.6	2.6
Balance as of December 31, 2023	$ 33.2	$ (5.0)	$ 28.2

(a) These reclassifications are included in the other components of net periodic pension and postretirement benefit plans expense and represent amortization of prior service benefit and actuarial gain, net of tax. The other components of net periodic pension and postretirement benefit plans expense are recorded in "Other components of pension and postretirement benefit plans expense (benefit)" on the Consolidated Statements of Operations. See Note 11 for further disclosures.

13. Income Taxes

Income tax expense (benefit) for continuing operations consisted of the following:

(dollars in millions)	Successor Year Ended December 31, 2023	Successor Year Ended December 31, 2022	Successor September 8, 2021 to December 31, 2021	Predecessor January 1, 2021 to September 7, 2021
Current:				
Federal	$ —	$ —	$ —	$ —
State and local	0.5	0.6	(0.4)	0.7
Foreign	6.0	6.4	1.6	3.1
Total current	6.5	7.0	1.2	3.8
Deferred:				
Federal	(52.8)	(37.9)	(9.2)	(16.1)
State and local	(5.2)	2.7	7.4	(3.8)
Foreign	(1.7)	(3.1)	(0.7)	(0.8)
Total deferred	(59.7)	(38.3)	(2.5)	(20.7)
Valuation allowance	18.9	(3.8)	(6.0)	—
Total	$ (34.3)	$ (35.1)	$ (7.3)	$ (16.9)

The following is a reconciliation of the statutory federal income tax rate with the effective tax rate for each period:

	Successor Year Ended December 31, 2023	Successor Year Ended December 31, 2022	Successor September 8, 2021 to December 31, 2021	Predecessor January 1, 2021 to September 7, 2021
U.S. federal statutory rate	21.0%	21.0%	21.0%	21.0%
State and local income taxes, net of federal income tax	3.2	3.1	2.1	2.5
Transaction costs	—	—	(0.4)	(4.1)
Non-Deductible meals and entertainment	(0.3)	(0.3)	(0.2)	(0.3)
State net operating loss adjustments	(1.4)	(4.4)	(18.4)	—
Change in valuation allowance, net of federal income tax	(8.3)	2.3	17.5	—
Change in uncertain tax positions	—	—	0.1	—
Research and development credits	1.4	—	—	—
Other differences, net	(0.5)	(0.5)	(0.4)	(1.9)
Effective tax rate	15.1%	21.2%	21.3%	17.2%

The income tax (benefit) provision was charged to continuing operations or accumulated other comprehensive income as follows:

(dollars in millions)	Successor Year Ended December 31, 2023	Successor Year Ended December 31, 2022	Successor September 8, 2021 to December 31, 2021	Predecessor January 1, 2021 to September 7, 2021
Income tax (benefit) provision related to:				
Continuing operations	$ (34.3)	$ (35.1)	$ (7.3)	$ (16.9)
Accumulated other comprehensive (loss) income	(0.7)	7.6	0.8	10.8

The components of our deferred tax assets and liabilities were as follows:

(dollars in millions)	December 31, 2023	December 31, 2022
Deferred tax assets:		
Net operating loss carryforwards	$ 209.0	$ 227.6
Finance and operating lease obligations	19.8	21.6
Pension and postretirement benefits	32.8	35.8
Employee benefits	3.9	4.7
Interest limitation	48.8	16.7
State tax credit	7.4	8.0
Other	30.8	23.4
Total deferred tax assets	352.5	337.8
Valuation allowance	(32.8)	(15.7)
Total deferred tax assets, net of valuation allowance	$ 319.7	$ 322.1
Deferred tax liabilities:		
Property, plant and equipment and intangibles	$ (361.8)	$ (410.5)
Other	(9.3)	(7.6)
Total deferred tax liabilities	(371.1)	(418.1)
Net deferred tax liabilities	$ (51.4)	$ (96.0)

As of December 31, 2023, the Company had $897.1 million of federal net operating loss carryforwards with a deferred tax asset value of $188.4 million and $20.6 million in deferred tax assets related to state and local net operating loss carryforwards. On its 2022 income tax return filed in 2023, the Company utilized the $55.8 million tranche of Federal operating loss carryforwards that would have otherwise expired. The next remaining material tranche of Federal net operating loss carryforwards will expire in 2031. U.S. tax laws limit the annual utilization of net operating loss carryforwards of acquired entities, and the Company does not expect to fully utilize the net operating loss carryforwards.

The Company assessed all available positive and negative evidence to determine whether it expects that sufficient future taxable income will be generated to allow it to realize its existing deferred tax assets. There are no longer sufficient sources of future taxable income (e.g. reversing deferred tax liabilities) for management to conclude that it is more likely than not that the Company will fully utilize available federal net operating loss carryforwards prior to their expiration and a partial valuation allowance was added in 2023.

As of December 31, 2023 and 2022, the Company had valuation allowances of $32.8 million and $15.7 million, respectively, recorded against other deferred tax assets consisting primarily of federal, foreign, state and local net operating loss carryforwards and state credits. Management has concluded that it is more likely than not that it will realize all other deferred tax assets.

The total amount of unrecognized tax benefits that, if recognized, would impact the effective tax rate is $19.3 million at December 31, 2023 and $19.0 million at December 31, 2022. Accrued interest and penalties on income tax uncertainties were immaterial as of December 31, 2023 and 2022.

A reconciliation of the unrecognized tax benefits is as follows:

	Successor			Predecessor
(dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Balance, beginning of year	$ 19.3	$ 19.3	$ 19.2	$ 19.2
Change in tax positions for the current year	0.3	—	0.1	—
Balance, end of year	$ 19.6	$ 19.3	$ 19.3	$ 19.2

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction and various foreign, state and local jurisdictions. With a few exceptions, the Company is no longer subject to U.S. federal, state or local examinations for years before 2019.

The Company has not recorded deferred income taxes on the undistributed earnings of its foreign subsidiaries because of management's intent to indefinitely reinvest such earnings. Determination of the amount of any unrecognized deferred income tax liability on temporary differences arising from tax and financial reporting basis differences has not been practicable.

14. Stock-Based and Deferred Compensation Plans

Prior to the Merger Date, the Company granted stock options, stock appreciation rights, performance-based awards, restricted stock units, and time-based restricted shares to officers and key employees under the 2017 Long-Term Incentive Plan and stock options, restricted shares, and restricted stock units to directors under the 2017 Stock Plan for Non-Employee Directors.

On July 2, 2018, the Company completed its acquisition of Hawaiian Telcom. In conjunction with the acquisition, the Company assumed responsibility for the eventual payout of certain stock-based compensation awards that were previously granted to Hawaiian Telcom employees under the Hawaiian Telcom 2010 Equity Incentive Plan. These awards were originally granted by Hawaiian Telcom in the first quarter of 2017 and in the first quarter of 2018, before the merger with Cincinnati Bell was completed.

Subsequent to the Merger Date, awards will no longer be granted under the 2017 Long-Term Incentive Plan or the 2017 Stock Plan for Non-Employee Directors.

Stock Options and Stock Appreciation Rights

Generally, the awards of stock options and stock appreciation rights fully vested three years from grant date and expired ten years from grant date. Beginning in 2012, some of the stock options vested over a three year period based on the achievement of certain performance objectives. The Company generally issued new shares when options to purchase common shares or stock appreciation rights were exercised. The following table summarizes stock options and stock appreciation rights activity:

	Successor						Predecessor	
	Year Ended December 31, 2023		Year Ended December 31, 2022		September 8, 2021 to December 31, 2021		January 1, 2021 to September 7, 2021	
(in thousands, except per share amounts)	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share
Outstanding at beginning of period	—	$ —	—	$ —	—	$ —	143	$ 18.37
Exercised	—	—	—	—	—	—	—	—
Forfeited	—	—	—	—	—	—	—	—
Awards cancelled pursuant to Merger Agreement	—	—	—	—	—	—	(143)	18.37
Outstanding and exercisable at end of period	—	$ —	—	$ —	—	$ —	—	$ —
(dollars in millions)								
Compensation expense for the period	$ —		$ —		$ —		$ —	
Tax benefit related to compensation expense	$ —		$ —		$ —		$ —	
Intrinsic value of awards exercised	$ —		$ —		$ —		$ —	
Cash received from awards exercised	$ —		$ —		$ —		$ —	
Grant date fair value of awards vested	$ —		$ —		$ —		$ —	

Performance-Based Restricted Awards

Awards granted generally vested over three years and upon the achievement of certain performance-based objectives. Performance-based awards were expensed based on their grant date fair value if it was probable that the performance conditions would be achieved.

The following table summarizes our outstanding performance-based restricted award activity:

	Successor						Predecessor	
	Year Ended December 31, 2023		Year Ended December 31, 2022		September 8, 2021 to December 31, 2021		January 1, 2021 to September 7, 2021	
(in thousands, except per share amounts)	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share
Non-vested at beginning of period	—	$ —	—	$ —	—	$ —	1,037	$ 10.87
Granted*	—	—	—	—	—	—	—	—
Vested	—	—	—	—	—	—	(1,037)	10.87
Forfeited	—	—	—	—	—	—	—	—
Non-vested at end of period	—	$ —	—	$ —	—	$ —	—	$ —
(dollars in millions)								
Compensation expense for the period	$ —		$ —		$ —		$ 6.2	
Tax benefit related to compensation expense	$ —		$ —		$ —		$ (1.5)	
Grant date fair value of awards vested	$ —		$ —		$ —		$ 11.3	

* Assumes the maximum number of awards that can be earned if the performance conditions are achieved.

In connection with the Merger, $5.0 million of expense related to performance-based restricted awards was accelerated upon the Closing Date and recorded in the Predecessor period in 2021.

Time-Based Restricted Awards

Awards granted to Cincinnati Bell employees in 2019 vested as of the Merger Date and were paid to employees in cash. Awards granted to directors in 2020 vested as of the Merger Date and were paid to directors in cash.

As part of the terms of the acquisition of Hawaiian Telcom, certain stock-based compensation awards granted by Hawaiian Telcom before the merger date were converted to time-based restricted stock units. The Company assumed responsibility for the eventual payout of these time-based restricted stock units as part of the acquisition. These awards were originally granted by Hawaiian Telcom in the first quarter of 2017 and 2018, and vested in one-fourth increments over a period of four years. One-fourth of the awards granted in the first quarter of 2017 vested and were distributed by Hawaiian Telcom prior to July 2, 2018. All remaining awards that vested after July 2, 2018, including awards that were accelerated and vested as of the Merger Date, were distributed by Cincinnati Bell Inc.

The following table summarizes our time-based restricted award activity:

	Successor						Predecessor	
	Year Ended December 31, 2023		Year Ended December 31, 2022		September 8, 2021 to December 31, 2021		January 1, 2021 to September 7, 2021	
(in thousands, except per share amounts)	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share
Non-vested at beginning of period	—	$ —	—	$ —	—	$ —	792	$ 11.42
Granted	—	—	—	—	—	—	—	—
Vested	—	—	—	—	—	—	(792)	11.42
Forfeited	—	—	—	—	—	—	—	—
Non-vested at end of period	—	$ —	—	$ —	—	$ —	—	$ —
(dollars in millions)								
Compensation expense for the period	$ —		$ —		$ —		$ 6.9	
Tax benefit related to compensation expense	$ —		$ —		$ —		$ (1.7)	
Grant date fair value of awards vested	$ —		$ —		$ —		$ 9.0	

In connection with the Merger, $4.3 million of expense related to time-based restricted awards was accelerated upon the Closing Date and recorded in the Predecessor period in 2021.

Cash-Settled Awards

For the year ended December 31, 2021, Parent granted officers and key employees of the Company cash-settled awards that vest ratably over a 4-year period beginning with the first anniversary of the grant date with the final 20% vesting upon the occurrence of a liquidity event, defined as a change of control or qualified public offering. In the absence of a liquidity event, the awards will expire in eight years. The ultimate payment of the awards upon the occurrence of a liquidity event is based on the i) number of vested awards and ii) an amount determined from the excess of the proceeds received from the liquidity event over the invested capital, adjusted for internal rates of return. No compensation expense was recorded in the years ended December 31, 2023 and 2022 and the Predecessor and Successor periods in 2021.

For the year ended December 31, 2020, the Company granted officers and key employees cash-settled awards of $10.5 million in place of performance-based restricted awards and time-based restricted awards. Per the terms of the award, one-fourth of these cash-settled awards accelerated and vested as of the Merger Date. Subsequent to the Merger Date, one-fourth of these cash-settled awards vested at the end of six months, and the remaining awards vest at the end of 18 months. Employees generally must be actively employed on the vesting date in order to receive the award payout. The amount recorded on the Consolidated Balance Sheets as of December 31, 2022 related to these awards was $4.6 million, and was recorded to “Other noncurrent liabilities.” The remaining awards vested and were paid by the Company in the first quarter of 2023.

Expense incurred for cash payment awards was $0.3 million and $3.3 million for the years ended December 31, 2023 and 2022, respectively, and $1.0 million and $2.4 million for the Successor and Predecessor periods in 2021, respectively.

15. Restructuring and Severance

Liabilities have been established for employee separations. A summary of activity in the restructuring and severance liability is shown below:

(dollars in millions)	Successor Employee Separation
Balance as of September 8, 2021	$ 0.1
Charges	0.6
Utilizations	(0.5)
Balance as of December 31, 2021	0.2
Charges	2.0
Utilizations	(2.2)
Balance as of December 31, 2022	—
Charges	13.8
Utilizations	(3.3)
Balance as of December 31, 2023	$ 10.5

(dollars in millions)	Predecessor Employee Separation
Balance as of December 31, 2020	$ 4.5
Charges	1.2
Utilizations	(5.6)
Balance as of September 7, 2021	$ 0.1

Restructuring and severance charges recorded in 2023 in the Network segment and for certain Corporate employees are related to a severance program as the Company continues to reduce costs and identify efficiencies that can be achieved by further integrating operations between Cincinnati and Hawaii. In the fourth quarter of 2023, severance charges of $7.3 million were recorded related to a voluntary severance program ("VSP") and severance charges of $3.5 million were recorded related to involuntary severance charges.

Restructuring and severance charges recorded in the IT Services and Hardware segment in 2023, 2022 and the Successor and Predecessor periods in 2021 are associated with initiatives to reduce and contain costs.

Restructuring and severance charge reversals recorded in the Network segment in the Predecessor period of 2021 are due to employees that transitioned to new positions in the Company and were previously included in the VSP offered in 2020.

A summary of restructuring activity by business segment is presented below:

	Successor			
(dollars in millions)	Network	IT Services and Hardware	Corporate	Total
Balance as of September 8, 2021	$ 0.1	$ —	$ —	$ 0.1
Charges	—	0.6	—	0.6
Utilizations	—	(0.5)	—	(0.5)
Balance as of December 31, 2021	0.1	0.1	—	0.2
Charges	—	2.0	—	2.0
Utilizations	(0.1)	(2.1)	—	(2.2)
Balance as of December 31, 2022	—	—	—	—
Charges	10.3	3.0	0.5	13.8
Utilizations	(0.6)	(2.7)	—	(3.3)
Balance as of December 31, 2023	$ 9.7	$ 0.3	$ 0.5	$ 10.5

	Predecessor			
(dollars in millions)	Network	IT Services and Hardware	Corporate	Total
Balance as of December 31, 2020	$ 4.4	$ —	$ 0.1	$ 4.5
Charges	(0.5)	1.7	—	1.2
Utilizations	(3.8)	(1.7)	(0.1)	(5.6)
Balance as of September 7, 2021	$ 0.1	$ —	$ —	$ 0.1

At December 31, 2023, $10.5 million of the restructuring liabilities were included in “Other current liabilities." There were no restructuring liabilities as of December 31, 2022.

16. Business Segment Information

For the years ended December 31, 2023 and 2022 and the Successor and Predecessor periods in 2021, we operated two business segments: Network and IT Services and Hardware.

In July 2018, the Company acquired Hawaiian Telcom. Based on the nature of the products and services offered, financial results are presented in either the Network segment or the IT Services and Hardware segment.

The Network segment provides products and services that can be categorized as Fioptics, previously referred to as "Consumer/SMB Fiber" in Hawaii and collectively with Fioptics in Cincinnati, Enterprise Fiber or Legacy. Cincinnati Bell Telephone Company LLC ("CBT"), a subsidiary of the Company, is the incumbent local exchange carrier ("ILEC") for a geography that covers a radius of approximately 25 miles around Cincinnati, Ohio, and includes parts of northern Kentucky and southeastern Indiana. Voice and data services in the Enterprise Fiber and Legacy categories that are delivered beyond the Company's ILEC territory, particularly in Dayton and Mason, Ohio, are provided through the operations of Cincinnati Bell Extended Territories LLC ("CBET"), a subsidiary of CBT. On July 2, 2018, the Company acquired Hawaiian Telcom. Hawaiian Telcom is the ILEC for the State of Hawaii and the largest full service provider of communications services and products in the state. On May 2, 2022, the Company acquired Agile. Agile delivers customers, primarily located in Ohio and Pennsylvania, with middle mile, last mile and campus connectivity services through hybrid fiber wireless networks that are designed, built and managed by Agile. On April 17, 2023, the Company acquired OTT. OTT provides network security, data connectivity, and unified communications solutions to commercial and enterprise customers across multiple sectors throughout Ohio and Michigan. Capital expenditures in the Network segment are incurred to expand our Fioptics product suite, upgrade and increase capacity for our internet and data networks, and to maintain our wireline network.

The IT Services and Hardware segment provides end-to-end solutions from consulting to implementation to ongoing optimization to customers in the U.S., Canada and the U.K. These solutions include Cloud, Communications and Consulting services along with the sale and maintenance of major branded hardware reported as Infrastructure Solutions. In July 2018, the Company completed the acquisition of Hawaiian Telcom, and products such as UCaaS, hardware and enterprise long distance delivered by Hawaiian Telcom are included in the IT Services and Hardware segment.

Total assets for the Company increased $316.4 million as of December 31, 2023 compared to December 31, 2022. Network assets increased $319.1 million primarily due to increased property, plant and equipment related to extending the Company's fiber network, including the acquisitions of Bridgewired and Lawrenceburg fiber assets, partially offset by amortization of finite-lived intangible assets. IT Services and Hardware assets increased $276.5 million primarily due to an increase in receivables partially offset by depreciation and amortization of property, plant and equipment and finite-lived intangible assets. The increase in receivables is due to the CBTS Receivables Facility which provides for the continuous sale of trade receivables to CBFC and CBTSF, reported under the IT Services and Hardware segment, rather than to CBF, reported under Corporate, under the former Receivables Facility (Note 7). Corporate assets decreased $279.2 million due to the decrease in receivables as a result of receivables now sold under the CBTS Receivables Facility to CBFC and CBTSF. Deferred tax assets and liabilities on the Consolidated Balance Sheets totaled $2.8 million and $54.2 million as of December 31, 2023, respectively, compared to deferred tax assets and liabilities of $2.2 million and $98.2 million as of December 31, 2022, respectively. The decrease in net deferred tax liabilities is due primarily to higher depreciation and amortization expense reported for GAAP versus tax. This was offset, in part, by the utilization of existing federal and state net operating losses.

Our business segment information is as follows:

(dollars in millions)	Successor Year Ended December 31, 2023	Successor Year Ended December 31, 2022	Successor September 8, 2021 to December 31, 2021	Predecessor January 1, 2021 to September 7, 2021
Revenue				
Network	$ 1,002.9	$ 994.3	$ 303.8	$ 664.2
IT Services and Hardware	838.7	827.9	259.3	492.4
Intersegment	(24.3)	(26.2)	(8.7)	(17.9)
Total revenue	$ 1,817.3	$ 1,796.0	$ 554.4	$ 1,138.7
Intersegment revenue				
Network	$ 16.4	$ 19.3	$ 6.5	$ 13.1
IT Services and Hardware	7.9	6.9	2.2	4.8
Total intersegment revenue	$ 24.3	$ 26.2	$ 8.7	$ 17.9
Operating (loss) income				
Network	$ (52.7)	$ (56.2)	$ (6.3)	$ 78.3
IT Services and Hardware	(7.1)	(8.4)	4.0	25.2
Corporate	(22.9)	(32.7)	(6.8)	(75.8)
Total operating (loss) income	$ (82.7)	$ (97.3)	$ (9.1)	$ 27.7
Expenditures for long-lived assets*				
Network	$ 627.5	$ 524.9	$ 114.8	$ 199.8
IT Services and Hardware	25.5	30.1	13.9	15.9
Corporate	0.2	0.1	1,620.7	—
Total expenditures for long-lived assets	$ 653.2	$ 555.1	$ 1,749.4	$ 215.7
Depreciation and amortization				
Network	$ 355.3	$ 393.3	$ 113.0	$ 166.9
IT Services and Hardware	94.0	103.5	31.4	27.9
Corporate	0.3	0.3	0.2	0.1
Total depreciation and amortization	$ 449.6	$ 497.1	$ 144.6	$ 194.9

*Includes cost of acquisitions in the years ended December 31, 2023 and 2022 and in the Predecessor and Successor periods in 2021 and the purchase of perpetual licenses in the year ended December 31, 2022.

(dollars in millions)	As of December 31, 2023	As of December 31, 2022
Assets		
Network	$ 3,537.6	$ 3,218.5
IT Services and Hardware	1,088.7	812.2
Corporate and eliminations	125.7	404.9
Total assets	$ 4,752.0	$ 4,435.6

17. Supplemental Cash Flow Information

(dollars in millions)	Successor			Predecessor
	Year Ended December 31, 2023	Year Ended December 31, 2022	September 8, 2021 to December 31, 2021	January 1, 2021 to September 7, 2021
Capitalized interest expense	$ 8.2	$ 3.1	$ 0.6	$ 1.3
Cash paid for:				
Interest	157.0	84.6	45.7	89.9
Income taxes, net of refunds	6.6	6.4	3.3	3.8
Noncash investing and financing activities:				
Acquisition of property by assuming debt and other financing arrangements	7.4	10.5	5.8	3.8
Acquisition of property on account	93.7	79.1	51.2	54.9

18. Subsequent Events

On February 2, 2024, the Company entered into a definitive purchase agreement (the "Purchase Agreement") with TowerBrook Capital Partners ("TowerBrook") in which TowerBrook will acquire the CBTS and OnX businesses (the "Disposal Group") from the Company for a purchase price of $670.0 million. The Purchase Agreement is subject to customary closing conditions and is expected to close in the second half of 2024, although there can be no assurance that the Purchase Agreement will close by that date.

Management evaluated the criteria to report a disposal group as held for sale and concluded that all of the criteria were met as of February 2, 2024. As a result, the Company will report the assets and the liabilities that are included in the Disposal Group as held for sale and the operations as discontinued in the first quarter of 2024. The revenue and operating income contributed by Hawaii operations and certain Communications customers, as well as the associated assets and liabilities, that are reported in the IT Services and Hardware Segment for the twelve months ended December 31, 2023 and 2022 and the Successor and Predecessor periods in 2021 will be retained by the continuing operation and reported in the Network segment.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

No reportable information under this item.

Item 9A. Controls and Procedures

(a) Evaluation of disclosure controls and procedures.

Cincinnati Bell Inc.'s management, with the participation of the Chief Executive Officer and Chief Financial Officer, have evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in SEC Rule 13a-15(e)) as of the end of the period covered by this report. Based on this evaluation, Cincinnati Bell Inc.'s Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this report, such controls and procedures were effective.

(b) Management's annual report on internal control over financial reporting.

Management's Report on Internal Control over Financial Reporting is set forth in Part II, Item 8 of this Annual Report on Form 10-K.

(c) Changes in internal control over financial reporting.

There were no changes to Cincinnati Bell Inc.'s internal control over financial reporting during the fourth quarter of 2023 that materially affect, or are reasonably likely to materially affect, Cincinnati Bell Inc.'s internal control over financial reporting.

Item 9B. Other Information

No reportable information under this item.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Board of Directors

There are nine directors on the Company's Board of Directors. The directors are elected in accordance with the terms of the Red Fiber Holdings limited liability company agreement, which gives certain investors in Red Fiber Holdings LLC ("Red Fiber Holdings") the right to designate managers of Red Fiber Holdings, who then also serve as directors of the Company. Parent is an indirect wholly-owned subsidiary of Red Fiber Holdings. Two directors of the Company must be independent directors domiciled in Hawaii. The Chief Executive Officer of the Company does not serve on the Board.

The directors of the Company as of December 31, 2023 were:

Kelly C. Atkinson

Ms. Atkinson resigned from Brinks Home Security in 2022 as Chief Commercial Officer of Brinks Home Security, a security company that offers home security systems. Prior positions include Head of Marketing, Consumer and SMB for Charter Communications (2018-2020), a broadband connectivity company and cable operator; and Executive Vice President of Consumer Cable and Content for Rogers Communications (2017-2018), a communications and media company. Ms. Atkinson was appointed a Director of Rise Broadband, Inc., a fixed wireless broadband service provider, in 2023. Age: 57; Director since 2021.

Felix A. Bernshteyn

Mr. Bernshteyn joined Ares Management in 2017 and continues to serve as a Partner in the Private Equity Group. Ares Management is a global alternative investment manager operating in the credit, private equity and real estate markets. Age: 40; Director since 2021.

Scott L. Graves

Mr. Graves joined Ares Management in 2017 and continues to serve as Partner, Co-Head in the Ares Private Equity Group, Portfolio Manager and Head of Special Opportunities. Ares Management is a global alternative investment manager operating in the credit, private equity and real estate markets. Mr. Graves resigned as a Director of Infrastructure and Energy Alternatives, Inc., a leading infrastructure construction company with specialized energy and heavy civil expertise, in 2022. He was appointed a Director of Savers Value Village, Inc, a thrift store retailer, and serves as Chairman of the Board and a member of the Compensation Committee. Age: 52; Director since 2021.

F. Gregory Guerra

Mr. Guerra is currently an Independent Consultant to fiber communications providers and private equity firms on matters related to the communications industry. Prior positions include President, Chief Operating Officer and Chief Strategy Officer (2019-2021) and Chief Operating Officer of Segra (2018-2019), which provides Business Internet, Ethernet, MPLS, Dark Fiber, IP, Managed Services, Voice, Data Center & Cloud solutions and Carrier services. Mr. Guerra also served as Chief Operating Officer of Spirit Communications (2017-2018), which provides voice, data, Internet and fiber optic solutions, along with a full suite of Cloud services to commercial businesses and government agencies across the Southeastern United States. Age: 56; Director since 2021.

Colleen W. Hanabusa

Ms. Hanabusa currently serves as an attorney at law in her private law practice since 2019. Previously, she served as a U.S. Congresswoman, representing the First Congressional District of the State of Hawai'i from 2017-2018. Age: 73; Director since 2021.

John T. Komeji

Mr. Komeiji resigned from Kamehameha Schools as Vice President and General Counsel in 2022. Kamehameha Schools is a private school system that offers a variety of educational programs and scholarship services for Hawaiian learners of all ages in Hawaii. Prior positions at Hawaiian Telcom, Inc. include President and General Manager (2018-2020) and Senior Vice President, Chief Administrative Officer and General Counsel (2016-2018). Hawaiian Telcom, Inc. is a telecommunications company that provides high-speed internet, phone, wireless and other services for homes and businesses. Age: 70; Director since 2021.

Anton Z. Moldan

Mr. Moldan joined Macquarie Asset Management in 2006 and serves as Senior Managing Director. Macquarie Asset Management is a global asset manager, integrated across public and private markets. Age: 39; Director since 2021.

Douglas C. Wiest

Mr. Wiest joined Macquarie Asset Management in 2019 as Division Director and continues to serve in this capacity. Macquarie Asset Management is a global asset manager, integrated across public and private markets. Age: 71; Director since 2021.

Christina M. Wire

Ms. Wire joined Google in 2007. She was appointed Vice President of Global Operations of YouTube in 2017 and continues to serve in this position. Google is multinational technology company focusing on artificial intelligence, online advertising, search engine technology, cloud computing, computer software, quantum computing, e-commerce, and consumer electronics. YouTube is an online video sharing and social media platform owned by Google. Age: 58; Director since 2021.

None of the directors have any familial relationships with any other directors or executives of the Company.

Executive Officers of the Registrant

The names, ages and positions of the executive officers of the Company as of December 31, 2023 were as follows:

Name	Age	Title
Leigh R. Fox	51	President and Chief Executive Officer
Joshua T. Duckworth	45	Chief Financial Officer
Christi H. Cornette	68	Chief Administrative Officer
Mary E. Talbott	55	Chief Legal Officer

Officers are elected annually but are removable in accordance with the Red Fiber Holding's limited liability company agreement.

LEIGH R. FOX, President and Chief Executive Officer of the Company since May 31, 2017; President and Chief Operating Officer of the Company from September 2016 to May 2017; Chief Financial Officer of the Company from October 2013 to September 2016; Chief Administrative Officer of the Company from July 2013 to October 2013; Senior Vice President of Finance and Operations from December 2012 to July 2013; Vice President of Finance at Cincinnati Bell Technology Solutions Inc. (CBTS) from October 2008 to December 2012.

JOSHUA T. DUCKWORTH, Chief Financial Officer of the Company since December 1, 2021; Vice President of Treasury, Corporate Finance and Inventor Relations of the Company from October 2017 to December 1, 2021; Vice President, Investor Relations and Controller of the Company from July 2013 to October 2017; Assistant Treasurer and Director of Investor Relations for the Company from August 2012 to July 2013; Assistant Controller for the Company from August 2010 to August 2012; Deloitte & Touche LLP's audit practice from October 2004 to August 2010.

CHRISTI H. CORNETTE, Chief Administrative Officer of the Company since March 2023; Chief Culture Officer of the Company from June 2017 to March 2023; Senior Vice President, Marketing of the Company from August 2013 to June 2017; Vice President, Marketing of the Company from October 2008 to August 2013; Director of CBTS Marketing from October 2002 to October 2008.

MARY E. TALBOTT, Chief Legal Officer of the Company since March 2023; Deputy General Counsel of the Company from September 2022 to March 2023; Chief Legal Officer and Secretary for Gravity Diagnostics from September 2020 to May 2021; Senior Vice President, General Counsel and Corporate Secretary for Tennant Company from January 2019 to July 2020.

Code of Ethics

The Company's Code of Ethics for Senior Financial Officers that applies to its Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer is posted on the Company's website at http://www.altafiber.com. Within the period of time required by the SEC, the Company will post on its website any amendment to its Code of Ethics for Senior Financial Officers and any waiver of such code relating to such senior financial officers.

Other

Following the Merger, certain oversight functions with respect to the business and affairs of the Company were assumed by Red Fiber Holdings, including functions previously performed by the Audit and Finance and Compensation Committees of the Company's Board of Directors, which were discontinued.

Since the Company's Board is elected in accordance with the requirements of the Red Fiber Holdings limited liability company agreement, the Company does not maintain procedures by which security holders may recommend nominees to the Company's Board. Since the Board does not have an Audit Committee and the functions formerly performed by its Audit Committee have been assumed by the Audit Committee of Red Fiber Holdings, the Board has not made a determination as to whether it has an "audit committee financial expert" (as defined in rules adopted by the SEC).

Item 11. Executive Compensation

Compensation Discussion and Analysis

This Compensation Discussion and Analysis describes the 2023 compensation program established by the Compensation Committee, the Board and the Red Fiber Holdings shareholders (the "Compensation Approvers") for our named executive officers (“NEOs”). Our named executive officers for 2023 were:

Name	Position
Leigh R. Fox	President and Chief Executive Officer
Joshua T. Duckworth	Chief Financial Officer
Christi H. Cornette	Chief Administrative Officer
Mary E. Talbott[(1)]	Chief Legal Officer
Thomas E. Simpson[(2)]	Former Chief Operating Officer
Christopher J. Wilson[(2)]	Former Vice President and General Counsel

(1) Ms. Talbott was appointed Chief Legal Officer effective March 8, 2023.

(2) Messrs. Simpson and Wilson retired effective April 1, 2023.

Compensation Program Objectives

Our executive compensation program’s primary objectives are:

- To attract and retain high-quality executives by offering competitive compensation packages; and
- To motivate and reward executives for the attainment of financial and strategic goals, both short-term and long-term, thereby increasing the Company’s value while at the same time discouraging unnecessary or excessive risk-taking.

Elements of Compensation

Base Salary

Base salaries are provided to the Company’s NEOs for performing their day-to-day responsibilities. The base salaries of our NEOs are based on a review of the competitive market data for comparable executive positions by the Compensation Approvers.

Annual Incentives

Annual incentives are intended to motivate and reward senior executives for achieving the short-term business objectives of the Company.

Each year the Compensation Approvers establish a target annual incentive award opportunity for each NEO, which for 2023 was 100% of each officer’s annual salary.

Annual incentives are payable for the achievement of annual financial performance goals established by the Compensation Approvers. Payouts, if any, could range from 0% to 200% of the total target annual incentive, depending on the level of achievement of financial goals between threshold and superior levels of performance.

For 2023, the financial performance goals include Adjusted EBITDA (see below for a definition) and Capital Expenditures for the Network segment of the Company, which were key measures of profitability of the Company. The Compensation Approvers established the target Adjusted EBITDA goal at $319 million and the Capital Expenditures goal at $557 million.

Financial Objective	Threshold (50% Payout)	Adjusted Target (100% Payout)	Superior (200% Payout)	2023 Actual Results
Adjusted EBITDA	50%	$ 319 M	200%	$ 320 M
Capital Expenditures	50%	$ 557 M	200%	$ 601 M

For purposes of the annual incentive plan, Adjusted EBITDA was defined as operating loss (calculated in accordance with GAAP), plus depreciation, amortization, restructuring and severance related charges, transaction and integrations costs, transaction related employee retention agreements, employee contract termination costs, Hawaii wildfire costs, network expansion related costs, factoring expense, financial transformation project expenses and other special items.

Long-Term Incentives

Upon the closing of the Merger, Red Fiber Holdings established the Red Fiber Holdings LLC Long-Term Incentive Plan (the “LTIP”), which replaced the restricted cash award granted in 2021. Each LTIP award generally vests as follows: (i) 80% of the award vests in four equal annual installments, subject to accelerated vesting on a qualified public offering or a change in control (collectively a “liquidity event”), and (ii) 20% of the award vests only upon a liquidity event, in each case subject to continued employment. The LTIP provides for the funding of an award pool upon a liquidity event, provided that the liquidity event occurs prior to the 8th anniversary of the closing of the Merger. The amount of the award pool would be based on the extent to which certain investment return hurdles were satisfied in connection with the applicable liquidity event. Assuming that a liquidity event occurs within the designated time period, each participating employee (including each of the NEOs) would be entitled to a cash payment from Red Fiber Holdings equal to a percentage of the funded award pool. Neither the Company nor any of its subsidiaries is obligated to fund the payments, if any, earned under the LTIP. In exchange for these awards, each participating employee agreed to comply with certain non-competition, non-solicitation, non-disparagement, and confidentiality covenants. A participant would forfeit all of his or her award under the LTIP (whether vested or unvested) upon a violation of any of these restrictive covenants.

Benefits

NEOs hired prior to January 1, 2009 participate in the Cincinnati Bell Management Pension Plan (the “Management Pension Plan”) on the same basis as all other eligible salaried and certain non-union hourly employees. The Management Pension Plan is a qualified defined benefit plan with a nonqualified provision that applies to the extent that eligible earnings or benefits exceed the applicable Internal Revenue Code limits for qualified plans. The Company makes all required contributions to this plan. The Management Pension Plan was frozen in 2009 and no further credits, other than interest, are made to the plan. The executives, along with all other salaried employees, also participate in a 401(k) savings plan, which includes a Company matching contribution feature that vests 100% of such matching contributions in the employee’s account as they are made to the plan.

The value of the Company’s retirement program is not considered in any of the compensation decisions made with respect to other elements of NEO compensation, because the Company believes that the alignment of the interests of executives and shareholders is most effectively accomplished through its short- and long-term incentive compensation programs.

Determination of the Target Compensation Levels

The Compensation Approvers determine target compensation levels based on competitive market data.

Other Compensation Policies

Employment Agreements, Severance and Change in Control Payments and Benefits

The Company generally enters into employment agreements with the NEOs for several reasons. Employment agreements give the Company flexibility to make changes in key executive positions with or without a showing of cause, if terminating the executive is determined by the Company or the Board to be in the best interests of the Company. The agreements also minimize the potential for litigation by establishing separation terms in advance and requiring that any dispute be resolved through an arbitration process. The severance, change in control ("CIC") payments and benefits provided under the employment agreements as described in more detail in Potential Payments upon Termination of Employment or a Change in Control are important to ensure the retention of the NEOs.

Depending on the circumstances of their termination, the NEOs are eligible to receive severance benefits in the form of a multiple of annual base salary as a lump sum payment, continued access to Company-provided healthcare benefits for a defined period post-employment, and accelerated vesting of all equity as determined by the provisions in their employment agreements, which are discussed in detail in Potential Payments upon Termination of Employment or a Change in Control. Under a dismissal without cause or constructive discharge following a CIC, the Company provides the severance benefits because it serves the best interest of the Company and its shareholders to have executives focus on the business merits of possible change in control situations without undue concern for their personal financial outcome. In the case of a termination without cause or constructive discharge absent a CIC, the Company believes it is appropriate to provide severance at these levels to ensure the financial security of these executives, particularly in view of the non-compete provisions which state that, for 12 months (24 months in the case of the Chief Executive Officer) following termination, the executive will not compete with the Company or solicit customers or employees of the Company. Because these potential payments are triggered under very specific circumstances, such payments are not considered in setting pay or other elements of executive compensation. The Compensation Approvers have a policy that the Company will not enter into any new or materially amended employment agreements with NEOs providing for excise tax gross-up provisions with respect to payments contingent upon a CIC, and no NEO has an excise tax gross-up provision.

Compensation Committee Report

The Compensation Committee reviewed and discussed the Compensation Discussion and Analysis included in this report on Form 10-K with management. Based on our review and discussions with management, we have recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this report on Form 10-K for the fiscal year ended December 31, 2023.

COMPENSATION COMMITTEE of Red Fiber Holdings

Kelly C. Atkinson
Anton Z. Moldan

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Compensation Tables

Summary Compensation Table

The following table sets forth information concerning the compensation of our NEOs for the 2021, 2022 and 2023 fiscal years.

Name, Principal Position	Year	Salary ($)	Bonus ($) (a)	Stock Awards ($)	Option Awards ($)	Non-Equity Incentive Plan Compensation ($) (b)	Change in Pension Value and Non-Qualified Deferred Compensation Earnings ($) (c)	All Other Compensation ($) (d)	Total ($)
Leigh R. Fox	2023	690,100	—	—	—	2,260,113	13,552	9,900	2,973,665
President and	2022	690,100	—	—	—	1,479,765	—	12,200	2,182,065
Chief Executive Officer	2021	664,434	1,000,000	—	—	1,582,635	—	11,600	3,258,669
Joshua T. Duckworth	2023	380,000		—	—	516,020	—	9,900	905,920
Chief Financial Officer	2022	380,000	—	—	—	450,575	—	12,200	842,775
	2021	222,837	300,000	—	—	249,956	—	11,600	784,393
Christi H. Cornette	2023	403,142	—	—	—	554,833	42,949	13,200	1,014,124
Chief Administrative Officer	2022	403,142	—	—	—	481,709	—	7,735	892,586
	2021	377,250	450,000	—	—	541,803	—	11,600	1,380,653
Mary E. Talbott	2023	372,692	—	—	—	359,868	—	7,808	740,368
Chief Legal Officer									
Thomas E. Simpson	2023	117,515	—	—	—	325,000	11,730	1,996,324	2,450,569
Former Chief Operating Officer	2022	477,405	—	—	—	638,115	—	11,058	1,126,578
	2021	465,104	700,000	—	—	721,214	—	11,600	1,897,918
Christopher J. Wilson	2023	108,865	—	—	—	200,000	50,047	1,129,598	1,488,510
Former Vice President	2022	390,411	—	—	—	488,947	—	11,094	890,452
and General Counsel	2021	380,352	375,000	—	—	556,904	—	11,600	1,323,856

(a) The 2021 amounts reflect the cash payments made to the NEOs upon completion of the Merger.

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(b) Non-equity incentive plan compensation represents amounts earned under the Company's annual incentive plan for the applicable year. In connection with the closing of the Merger, all participants (including the NEOs) in the Company's 2021 annual incentive plan received a pro rata annual incentive payment based on the portion of the plan year elapsed prior to the effective time of the Merger and the Company's determination of achievement of performance goals. The 2023 amounts also reflect the payment of 50% of the 2020-2022 restricted cash award upon the 18-month anniversary of the closing of the Merger. The 2022 amounts also reflect the payment of 25% of the 2020-2022 restricted cash award upon the six-month anniversary of the closing of the Merger. The 2021 amounts also reflect the payment of 25% of the 2020-2022 restricted cash award upon the closing of the Merger. The restricted cash awards are payable as follows: (i) 25% within 15 days following the closing of the Merger, (ii) 25% on the six-month anniversary of the closing of the Merger, and (iii) 50% on the 18-month anniversary of the closing of the Merger, generally subject to the executive's continued employment on each payment date.

(c) The amounts shown in this column for Messrs. Fox, Simpson and Wilson and Ms. Cornette represent the one-year change in the value of their qualified defined benefit plan and nonqualified excess plan for 2023, 2022 and 2021, respectively, projected forward to age 65 for each executive with interest credited at 4.0%, and then discounted back to the respective year at the discount rate (5.0% for 2023, 5.4% for 2022, and 2.7% for 2021) required under Accounting Standards Codification Topic ("ASC") 960. The Company froze participation in its qualified pension plan for management employees in 2009; therefore, Mr. Duckworth and Ms. Talbott are not entitled to any benefits under this plan. As a result of the higher discount rate in 2022, the 2022 actuarial present value of the qualified defined benefit plan decreased by $73,993 for Mr. Fox, $62,224 for Mr. Simpson, $97,407 for Ms. Cornette and $205,139 for Mr. Wilson versus 2021. As a result of the higher discount rate in 2021, the 2021 actuarial present value of the qualified defined benefit plan decreased by $9,215 for Mr. Fox, $7,564 for Mr. Simpson, $3,427 for Ms. Cornette and $19,074 for Mr. Wilson versus 2020. Pursuant to SEC rules, we are not permitted to report negative changes in pension value in the Summary Compensation Table. Thus, the negative change in pension value is reported in the table above as $0. None of the executives receive any preferential treatment or above-market interest under the Company's retirement plans.

(d) For each NEO, the amount includes the Company's 401(k) match. Under the terms of the Cincinnati Bell Inc. Retirement Savings Plan, the Company's matching contribution is equal to 100% on the first 3% and 50% on the next 2% of contributions made to the plan by the participant. Eligible compensation generally includes base wages plus any annual incentive paid to eligible participants. For Messrs. Simpson and Wilson, the amounts also include the certain payments under their separation agreements dated March 27, 2023, which were payable upon their terminations.

Grants of Plan-Based Awards

The following table sets forth information concerning annual incentive grants to the NEOs during the year ended December 31, 2023:

	Estimated Future Payouts Under Non-Equity Incentive Plan Awards (a)		
Name	**Threshold ($)**	**Target ($)**	**Maximum ($)**
Leigh R. Fox			
Annual cash incentive	345,050	690,100	1,380,200
Joshua T. Duckworth			
Annual cash incentive	190,000	380,000	760,000
Christi H. Cornette			
Annual cash incentive	201,571	403,142	806,284
Mary E. Talbott			
Annual cash incentive	195,000	390,000	780,000
Thomas E. Simpson			
Annual cash incentive	238,703	477,405	954,810
Christopher J. Wilson			
Annual cash incentive	195,206	390,411	780,822

Discussion of Summary Compensation Table and Grants of Plan-Based Awards Table

During 2023, all of the NEOs were employed pursuant to agreements with the Company. Each employment agreement sets forth, among other things, the NEO’s base salary, annual incentive opportunities, entitlement to participate in the Company’s benefit and pension plans and to receive equity awards and post-termination benefits and obligations.

In connection with the Merger, each NEO received a new employment agreement, which is summarized below:

Each employment agreement has a term of one year, which automatically renews on the anniversary date for a period of one year, until termination of the NEO’s employment. Under certain termination scenarios, the NEO may be entitled to additional compensation as follows:

- Disability – a payment equal to the sum of the NEO’s accrued but unpaid base salary plus accrued but unused vacation to date of termination
- Death – a payment equal to the NEO’s accrued but unpaid compensation will be paid to NEO’s estate
- Termination for Cause – a payment equal to the NEO’s accrued but unpaid compensation
- Termination without Cause – a payment equal to accrued but unpaid compensation plus two times’ the NEO’s then current base salary plus a lump sum payment equal to the employer’s portion of the NEO’s current elections under medical, dental and vision benefit plans for a period of 18 months

The agreement provides that the executive will not compete with the Company, nor solicit customers or employees of the Company, nor interfere with the Company’s business in any other way for a period of two years following termination. Because these potential payments are triggered under very specific circumstances, such payments are not considered in setting pay or other elements of executive compensation.

The payments to the NEOs upon termination, including termination following a CIC as of December 31, 2023 are described in Potential Payments upon Termination of Employment or a Change in Control.

Outstanding Equity Awards at Fiscal Year-End

Our NEOs did not hold any equity awards as of December 31, 2023 and therefore we have omitted this table.

Option Exercises and Stock Vested

Our NEOs did not hold any equity awards as of December 31, 2023 and therefore we have omitted this table.

Pension Benefits

In February 2009, the Company made significant changes to the Management Pension Plan. The Company froze pension benefits for plan participants who were not grandfathered participants (as previously described in *Discussion of Summary Compensation Table and Grants of Plan-Based Awards Table*). Thereafter, the Company amended the Management Pension Plan to stop accruals based upon compensation paid after June 30, 2013 or services after the pay period ended June 29, 2013 for all participants, including grandfathered participants. Messrs. Fox, Simpson and Wilson are not grandfathered participants and no longer accrue additional benefits under such plan based on current compensation or service. Ms. Cornette is a grandfathered participant but no longer accrues additional benefits under such plan based on current compensation or service. In addition, any employee hired on or after January 1, 2009 was not eligible to participate in the Management Pension Plan. As a result, Mr. Duckworth and Ms. Talbott are not eligible to participate in the Management Pension Plan.

The following table sets forth information regarding pension benefits:

Name	Plan Name	Number of Years Credited Service (#) (a)	Present Value of Accumulated Benefit ($) (b)(c)	Payments During Last Fiscal Year ($)
Leigh R. Fox	Qualified Defined Benefit Plan (d)	9	100,406	—
	Non-Qualified Excess Plan (e)	—	—	—
	Total		100,406	—
Christi H. Cornette	Qualified Defined Benefit Plan (d)	12	531,185	—
	Non-Qualified Excess Plan (e)	12	28,274	—
	Total		559,459	—
Thomas E. Simpson	Qualified Defined Benefit Plan (d)	8	89,075	—
	Non-Qualified Excess Plan (e)	—	—	—
	Total		89,075	—
Christopher J. Wilson	Qualified Defined Benefit Plan (d)	10	334,828	—
	Non-Qualified Excess Plan (e)	10	138,414	—
	Total		473,242	—

(a) This column reflects the years of credited service under the plans rather than actual years of service with the Company, which are higher for each of the NEOs noted. Participants were no longer credited years of service upon the freezing of pension benefits.

(b) Amounts in this column represent the accumulated benefit obligations computed using the same assumptions as used for financial reporting purposes, described in more detail in Note 11 to the accompanying consolidated financial statements contained in "Part II. Item 8. Financial Statements and Supplementary Data."

(c) If any of the above-identified executive officers had retired on December 31, 2023, they would have been entitled to a benefit based on the balance then credited to them, without any reduction, under the Management Pension Plan (both the tax-qualified defined benefit plan portion and the non-qualified excess plan portion) as of that date. They may elect a lump-sum or equivalent annuity form of payment subject to any payment restrictions in place due to the funding status.

(d) Management Pension Plan.

(e) Nonqualified ERISA Excess Provisions of the Management Pension Plan.

A participant's account under the Management Pension Plan is also generally credited with assumed interest for each calendar year at a certain interest rate. Such interest rate for 2023 was 4.0% per annum.

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Potential Payments upon Termination of Employment or a Change in Control

The following table shows potential payments to the NEOs directly and indirectly on their behalf under existing contracts, agreements, plans or arrangements, whether written or unwritten, for various scenarios involving a CIC or termination of employment, assuming a December 31, 2023 termination.

Name	Executive Payment on Termination	Involuntary Not for Cause Termination ($)	Change in Control ($)	Death ($)	Disability ($)
Leigh R. Fox	Base Salary	1,380,200	—	—	—
	Annual Incentive (a)	710,113	—	—	—
	Long-Term Incentive (b)	—	—	—	—
	Basic Benefits (c)	36,591	—	—	—
	Total	2,126,904	—	—	—
Joshua T. Duckworth	Base Salary	760,000	—	—	—
	Annual Incentive (a)	391,020	—	—	—
	Long-Term Incentive (b)	—	—	—	—
	Basic Benefits (c)	36,591	—	—	—
	Total	1,187,611	—	—	—
Christi H. Cornette	Base Salary	806,284	—	—	—
	Annual Incentive (a)	414,833	—	—	—
	Long-Term Incentive (b)	—	—	—	—
	Basic Benefits (c)	14,082	—	—	—
	Total	1,235,199	—	—	—
Mary E. Talbott	Base Salary	780,000	—	—	—
	Annual Incentive (a)	359,868	—	—	—
	Long-Term Incentive (b)	—	—	—	—
	Basic Benefits (c)	23,134	—	—	—
	Total	1,163,002	—	—	—

(a) NEOs employed as of December 31, 2023 are eligible to receive the annual incentive payment on the same terms and timing as actively employed participants. There is no forfeiture and no acceleration of any benefit. The amount shown reflects the actual amount earned under the 2023 incentive plan for NEOs.

(b) If a sale of CBI occurred on December 31, 2023, the units under the LTIP would have no value because the investment return hurdles would not have been satisfied.

(c) Basic benefits represent the lump sum value of the COBRA cost for medical, dental and vision benefits for 18 months.

If any of the executives elects to voluntarily terminate employment with the Company, or if they are terminated by the Company for cause, they are entitled to no payments from the Company other than those benefits which they have a non-forfeitable vested right to receive (the “vested amounts”), which include any shares of stock they own outright and vested amounts under the Company’s long-term incentive, pension and savings plans.

In addition to any applicable “vested amounts,” an executive will be entitled to receive certain additional benefits under their employment agreements described on page 140 above. If one of the four termination scenarios detailed in the above table and discussed below occurs, regardless of the termination scenario, the NEOs will continue to be bound by the non-disclosure, non-compete and non-solicitation provisions of their employment agreements.

If an executive is terminated by the Company without cause (an involuntary not for cause termination), the executive will be entitled to the following:

- A lump-sum cash payment equal to 2.0 times the executive's base salary;
- Access to medical, dental and vision benefits following the executive's termination of employment for a maximum period of 18 months. Employer will subsidize the cost of coverage at the same rate as was in effect for the employee until such time as the employee begins coverage under another employer's plan or 18 months, whichever occurs first. Employer may elect to provide a lump sum payment, less applicable withholding taxes in lieu of a monthly subsidy.
- Accelerated vesting to the next tranche vesting date under the Red Fiber Holdings LLC Long-Term Incentive Plan.

If an executive is terminated following a CIC, the executive will be not be entitled to any payments beyond compensation accrued to the date of termination.

If an executive is "terminated" because of his or her death, the executive's beneficiary will be entitled to unpaid compensation accrued to the date of death.

If an executive is terminated by reason of disability, the executive will be entitled to the following:

- Accrued but unpaid base salary to the date of termination;
- Payment for accrued but unused vacation to the date of termination;
- Accrued and earned annual incentive for the year prior to the year of termination; and
- Earned and vested benefits under any Employer benefit plan to the date of termination subject to offset for any amounts received pursuant to the disability plans

Receipt of the above-described payments (other than the "vested amounts") is conditioned upon the executive executing a release of claims in favor of the Company.

Under all of the termination scenarios in the preceding table, as of December 31, 2023, Mr. Fox and Ms. Cornette had certain "vested amounts" to which they were entitled as follows: Mr. Fox - $87,888 and Ms. Cornette - $424,787.

On April 1, 2023, Mr. Simpson's employment terminated and he was entitled to receive certain payments on the terms, and subject to the conditions, of his separation agreement dated March 27, 2023. The following table itemizes these separation payments:

Separation Payments - Thomas E. Simpson	**Amount**	
Severance Payment	$	1,954,810
Cash in lieu of basic benefits	$	28,314

On April 1, 2023, Mr. Wilson's employment terminated and he was entitled to receive certain payments on the terms, and subject to the conditions, of his separation agreement dated March 27, 2023. The following table itemizes these separation payments:

Separation Payments - Christopher J. Wilson	**Amount**	
Severance payment	$	1,073,630
Cash in lieu of basic benefits	$	42,768

CEO Pay Ratio

As required by the SEC, we are providing the following information about the relationship between the annual total compensation ("ATC") of our employees and the ATC of Mr. Fox, our President and Chief Executive Officer (the "PEO").

For 2023, our last completed fiscal year,

- The ATC of the median employee of the Company was $84,338; and
- The ATC for our PEO was $2,973,665

Based on this information, for 2023 the resulting pay ratio between the ATC of the PEO to the ATC of the median employee was 35:1.

To identify the median employee, we took the following steps:

1. As permitted under SEC rules, we may identify our median employee for purposes of providing pay ratio disclosure once every three years, provided that there has been no change in the employee population or employee compensation arrangements that we reasonably believe would result in a significant change to the 2023 pay ratio disclosure. We determined that there were no such changes to the employee population or compensation arrangements and therefore used the same median employee as we identified for 2022.
2. Once we identified the median employee, we determined the ATC for the median employee in the same manner used to determine Mr. Fox's ATC as reflected in the Summary Compensation Table in Compensation Tables, resulting in an ATC of $2,973,665.

Director Annual Compensation Program

The Director Annual Compensation Program provides for an annual retainer of $100,000 per director and is only payable to Colleen W. Hanabusa and John T. Komeiji. None of the other directors received compensation from the Company for their service on the board.

2023 Director Compensation

The following table shows the compensation paid to our non-employee directors for the 2023 fiscal year:

	DIRECTOR COMPENSATION			
Name	**Fees Earned or Paid in Cash ($)**	**Stock Awards ($)**	**Option Awards ($)**	**Total ($)**
Colleen Hanabusa	100,000	—	—	100,000
John T. Komeiji	100,000	—	—	100,000

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

As of December 31, 2023, there were 100 common shares of the Company issued and outstanding, all of which were held by Red Fiber Parent. Red Fiber Parent is an indirect wholly-owned subsidiary of Red Fiber Holdings. Directors and executive officers of the Company do not beneficially own any of the Company's common shares.

As of December 31, 2023, the Company did not maintain any compensation plans (including any individual compensation arrangements) under which equity securities of the Company were authorized for issuance.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Certain Relationships and Related Party Transactions

The Board is committed to upholding the highest legal and ethical conduct in fulfilling its responsibilities and recognizes that related party transactions can present a heightened risk of potential or actual conflicts of interest. Accordingly, as a general matter, it is the Company's preference to avoid related party transactions. Current SEC rules define a related party transaction to include any transaction, arrangement or relationship: (i) in which the Company is a participant, (ii) in which the transaction has an aggregate value greater than $120,000, and (iii) in which any of the following persons has or will have a direct or indirect material interest:

- an executive officer, director or director nominee of the Company;
- any person who is known to be the beneficial owner of more than 5% of the Company's common shares;
- any person who is an immediate family member (as defined under Item 404 of Regulation S-K) of an executive officer or director;
- nominee or beneficial owner of more than 5% of the Company's common shares; or
- any firm, corporation or other entity in which any of the foregoing persons is employed or is a partner or principal or in a similar position or in which such person, together with any other of the foregoing persons, has a 10% or greater beneficial ownership interest.

The Company's Code of Business Conduct, the Company's Code of Ethics for Senior Financial Officers and the Company's Code of Ethics for Directors require directors, officers and all other members of the workforce to avoid any relationship, influence or activity that would cause or even appear to cause a conflict of interest. The Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Code of Ethics for Directors generally require (i) a director to promptly disclose to the Governance and Nominating Committee any potential or actual conflict of interest involving him or her and (ii) an employee, including the executive officers, to promptly disclose a conflict of interest to the General Counsel. The Governance and Nominating Committee (and, if applicable, the General Counsel) determines an appropriate resolution to actual or potential conflicts of interest on a case-by-case basis. All directors must recuse themselves from any discussion or decision affecting their personal, business or professional interests.

All related party transactions are required to be disclosed in the Company's applicable filings with the SEC under the SEC rules. In 2023, there were no related party transactions requiring disclosure.

Director Independence

Since the Merger, the Company is no longer subject to the director independence requirements of the federal securities laws or the rules of any stock exchange. Accordingly, the Board has not made any determination that any director who has served on the Board since the Merger is independent under any such requirements. Further, since the Merger, the Board no longer has an audit, nominating or compensation committee (the functions of which have been assumed by Red Fiber Holdings) and, therefore, is no longer subject to any director independence requirement of the federal securities laws or the rules of any stock exchange with respect to any such committee.

Item 14. Principal Accountant Fees and Services

PricewaterhouseCoopers LLP ("PwC") was the Company's Independent Registered Public Accounting Firm for the 2023 and 2022 fiscal years. Aggregate fees for professional services rendered by PwC for the years ended December 31, 2023 and 2022 were as follows:

	2023	2022
Audit fees	$ 2,044,000	$ 1,950,000
Audit related fees	—	—
Tax fees	151,000	144,600
All other fees	4,000	7,400
Total	$ 2,199,000	$ 2,102,000

Audit Fees

For the years ended December 31, 2023 and 2022, the Company incurred audit fees from PwC of $2,044,000 and $1,950,000, respectively. The audit fees for the years ended December 31, 2023 and 2022 were in connection with the audit of the Company's annual financial statements and review of quarterly financial statements included in the Company's reports filed with the SEC. The audit of the Company's 2022 financial statements also included work related to the acquisition of Agile.

Audit Related Fees

None.

Tax Fees

Tax fees for the years ended December 31, 2023 and 2022 were incurred for services rendered by PwC related to the preparation of various tax filings and tax consultations.

All Other Fees

All other fees incurred in the years ended December 31, 2023 and 2022 were related to software license fees.

Engagement of the Independent Registered Public Accounting Firm and Pre-Approval Policy

In accordance with its charter, the Audit Committee has the sole authority and responsibility to select, evaluate and, if necessary, replace the Independent Registered Public Accounting Firm. The Audit Committee has the sole authority to approve all audit engagement fees and terms. In addition, the Audit Committee, or the chair of the Audit Committee between regularly scheduled meetings, must pre-approve all services provided to the Company by the Company's Independent Registered Public Accounting Firm.

Pursuant to Section 202 of the Sarbanes-Oxley Act of 2002, the Audit Committee pre-approved every engagement of PwC to perform audit or non-audit services on behalf of the Company or any of its subsidiaries during the years ended December 31, 2023 and 2022.

PART IV

Item 15. Exhibits and Financial Statement Schedules

Financial Statements

Consolidated financial statements are included in Part II, Item 8.

Financial Statement Schedules

Financial Statement Schedule II — Valuation and Qualifying Accounts. All other schedules are not required under the related instructions or are not applicable.

Exhibits

Exhibits identified in parenthesis below, on file with the Securities and Exchange Commission, are incorporated herein by reference as exhibits hereto.

Exhibit Number	Description
(2.1)	Agreement and Plan of Merger, dated as of March 13, 2020, by and among Cincinnati Bell Inc., Red Fiber Parent LLC and RF Merger Sub Inc. (Exhibit 2.1 to Current Report on Form 8-K, date of Report March 13, 2020, File No. 1-8519).
(3.1)	Second Amended Articles of Incorporation of Cincinnati Bell Inc. (Exhibit 3.1 to Annual Report on Form 10-K for the year ended December 31, 2021, File No. 1-8519).
(3.2)	Second Amended and Restated Regulations of Cincinnati Bell Inc. (Exhibit 3.1 to Current Report on Form 8-K, date of Report September 7, 2021, File No. 1-8519).
(4.1)	Indenture dated July 1, 1993, between Cincinnati Bell Inc., as Issuer, and The Bank of New York, as Trustee, relating to Cincinnati Bell Inc.'s $7^{1}/_{4}$% Notes Due June 15, 2023 (Exhibit 4-A to Current Report on Form 8-K, date of Report July 12, 1993, File No. 1-8519). (P)
(4.2)	Indenture dated as of November 30, 1998, among Cincinnati Bell Telephone Company, as Issuer, Cincinnati Bell Inc., as Guarantor, and The Bank of New York, as Trustee (Exhibit 4-A to Current Report on Form 8-K, date of Report November 30, 1998, File No. 1-8519).
(4.3)	First Supplemental Indenture dated as of December 31, 2004 to the Indenture dated as of November 30, 1998, among Cincinnati Bell Telephone Company, as Issuer, Cincinnati Bell Inc., as Guarantor, and The Bank of New York, as Trustee (Exhibit 4(c)(iii)(2) to Annual Report on Form 10-K for the year ended December 31, 2004, File No. 1-8519).
(4.4)	Second Supplemental Indenture dated as of January 10, 2005 to the Indenture dated as of November 30, 1998, among Cincinnati Bell Telephone Company LLC (as successor entity to Cincinnati Bell Telephone Company), as Issuer, Cincinnati Bell Inc., as Guarantor, and The Bank of New York, as Trustee (Exhibit (4)(c)(iii)(3) to Annual Report on Form 10-K for the year ended December 31, 2004, File No. 1-8519).
(4.5)	Indenture, dated September 22, 2016, among Cincinnati Bell Inc., the guarantor parties thereto and Regions Bank, as trustee (Exhibit 4.1 to Current Report on Form 8-K, date of Report September 22, 2016, File No. 1-8519).
(4.6)	First Supplemental Indenture dated April 3, 2017 among Cincinnati Bell Inc., SunTel Services LLC and Regions Bank, as trustee (Exhibit 99.1 to Current Report on Form 8-K, date of Report April 3, 2017, File No. 1-8519).

(4.7)	Second Supplemental Indenture dated May 31, 2017 among Cincinnati Bell Inc., Cincinnati Bell Telephone Company LLC, Cincinnati Bell Extended Territories LLC, and Regions Bank, as trustee (Exhibit 10.1 to Current Report on Form 8-K, date of Report May 31, 2017, File No. 1-8519).
(4.8)	Third Supplemental Indenture dated October 2, 2017 among Cincinnati Bell Inc., Cincinnati Bell Shared Services LLC, Data Center South Holdings, LLC, Twin Acquisition Corp. and Regions Bank, as trustee (Exhibit 4.1 to Current Report on Form 8-K, date of Report October 2, 2017, File No. 1-8519).
(4.9)	Fourth Supplemental Indenture dated as of December 22, 2017 among Cincinnati Bell Inc., CBTS Holdco LLC, and Regions Bank, as trustee (Exhibit 4.1 to Current Report on Form 8-K, date of Report December 22, 2017, File No. 1-8519).
(4.10)	Fifth Supplemental Indenture, dated as of July 2, 2018, by and among Cincinnati Bell Inc., the guarantors party thereto and Regions Bank, as Trustee. (Exhibit 4.2 to Current Report on Form 8-K, date of Report July 2, 2018, File No. 1-8519).
(4.11)	Sixth Supplemental Indenture, dated as of July 2, 2020, among Cincinnati Bell Inc., as Issuer, each subsidiary of the Issuer identified as a Guarantor, and Regions Bank, as Trustee (Exhibit 4.1 to Current Report on Form 8-K, date of Report July 6, 2020, File No. 1-8519).
(4.12)	Indenture, dated October 6, 2017, between CB Escrow Corp. and Regions Bank, as trustee (Exhibit 4.1 to Current Report on Form 8-K, date of Report October 6, 2017, File No. 1-8519).
(4.13)	Assumption Supplemental Indenture, dated as of July 2, 2018, by and among Cincinnati Bell Inc., the guarantors party thereto and Regions Bank, as Trustee. (Exhibit 4.1 to Current Report on Form 8-K, date of Report July 2, 2018, File No. 1-8519).
(4.14)	Second Supplemental Indenture, dated as of July 2, 2020, among Cincinnati Bell Inc., as Issuer, each subsidiary of the Issuer identified as a Guarantor, and Regions Bank, as Trustee. (Exhibit 4.2 to Current Report on Form 8-K, date of Report July 6, 2020, File No. 1-8519).
(4.15)	Escrow Agreement, dated October 6, 2017, by and among CB Escrow Corp., Regions Bank, as trustee, and Regions Bank, as Escrow Agent (Exhibit 4.2 to Current Report on Form 8-K, date of Report October 6, 2017, File No. 1-8519).
(4.16)	No other instrument which defines the rights of holders of long term debt of the registrant is filed herewith pursuant to Regulation S-K, Item 601(b)(4)(iii)(A). Pursuant to this regulation, the registrant hereby agrees to furnish a copy of any such instrument to the SEC upon request.

(10.1)	Credit Agreement, dated as of September 7, 2021, among Red Fiber Parent LLC, RF Merger Sub Inc., Goldman Sachs Bank USA, as administrative and collateral agent, each L/C Issuer and Swing Line Lender, each other Lender, Cincinnati Bell Inc. (and as successor in interest to RF Merger Sub Inc.) and the other parties thereto from time to time. (Exhibit 10.1 to Current Report on Form 8-K, date of Report September 7, 2021, File No. 1-8519).
(10.2)	Amendment No. 1 to Credit Agreement, dated as of November 23, 2021, among Red Fiber Parent LLC, RF Merger Sub Inc., Goldman Sachs Bank USA, as administrative and collateral agent, each L/C Issuer and Swing Line Lender, each other Lender, Cincinnati Bell Inc. (and as successor in interest to RF Merger Sub Inc.) and the other parties thereto from time to time. (Exhibit 10.1 to Current Report on Form 8-K, date of Report November 23, 2021, File No. 1-8519).
(10.3)	Incremental Amendment to Credit Agreement dated as of May 3, 2023, by and among Red Fiber Parent LLC, Cincinnati Bell Inc., Goldman Sachs Bank USA, as administrative agent, and CoBank ACB, as the Term B-3 Lender (Exhibit 10.1 to Current Report on Form 8-K, date of Report May 3, 2023, File No. 1-8519).
(10.4)	Third Amended and Restated Purchase and Sale Agreement, dated as of January 31, 2023, among the Various Entities list on Schedule I thereto, as Originators, Cincinnati Bell Funding LLC and Cincinnati Bell Inc., as Servicer (Exhibit 99.1 to Current Report on Form 8-K, date of Report January 31, 2023, File No. 1-8519).
(10.5)	Receivables Financing Agreement dated as of May 10, 2018, among Cincinnati Bell Funding LLC and Cincinnati Bell Funding Canada Ltd., as Borrowers, Cincinnati Bell Inc. and OnX Enterprise Solutions Ltd., as Servicers, the Lenders, Letter of Credit Participants and Group Agents from time to time party thereto, PNC Bank, National Association, as Administrator and Letter of Credit Bank, and PNC Capital Markets LLC, as Structuring Agent (Exhibit 99.3 to Current Report on Form 8-K, date of Report May 10, 2018, File No. 1-8519).
(10.6)	First Amendment to the Receivables Financing Agreement, dated as of November 21, 2018, by and among Cincinnati Bell Funding LLC and Cincinnati Bell Funding Canada Ltd., as Borrowers, Cincinnati Bell Inc. and OnX Enterprise Solutions Ltd., as Servicers, the Lenders, Letter of Credit Participants and Group Agents from time to time party thereto, PNC Bank, National Association, as Administrator and Letter of Credit Bank, and PNC Capital Markets LLC, as Structuring Agent (Exhibit 99.2 to Current Report on Form 8-K, date of Report November 21, 2018, File No. 1-8519).
(10.7)	Second Amendment to Receivables Financing Agreement, dated as of May 9, 2019, by and among Cincinnati Bell Funding LLC and Cincinnati Bell Funding Canada Ltd., as Borrowers, Cincinnati Bell Inc. and OnX Enterprise Solutions Ltd., as Servicers, the Lenders, Letter of Credit Participants and Group Agents from time to time parties thereto, PNC Bank, National Association, as Administrator and Letter of Credit Bank, and PNC Capital Markets, as Structuring Agent. (Exhibit 99.3 to Current Report on Form 8-K, date of Report May 10, 2019, File 1-8519).
(10.8)	Third Amendment to the Receivables Financing Agreement, dated as of May 7, 2020, by and among Cincinnati Bell Funding LLC and Cincinnati Bell Funding Canada Ltd., as Borrowers, Cincinnati Bell Inc. and OnX Enterprise Solutions Ltd., as Servicers, the Lenders, Letter of Credit Participants and Group Agents from time to time party thereto, PNC Bank, National Association, as Administrator and Letter of Credit Bank, and PNC Capital Markets, as Structuring Agent. (Exhibit 99.2 to Current Report on Form 8-K, date of Report May 7, 2020, File No. 1-8519).

(10.9)	Fourth Amendment to the Receivables Financing Agreement, dated as of April 9, 2021, by and among Cincinnati Bell Funding LLC and Cincinnati Bell Funding Canada Ltd., as Borrowers, Cincinnati Bell Inc. and OnX Enterprise Solutions Ltd., as Servicers, the Lenders, Letter of Credit Participants and Group Agents from time to time party thereto, PNC Bank Canada Branch as issuer of Letters of Credit and Lender, PNC Bank, National Association, as Administrator and Letter of Credit Bank, and PNC Capital Markets, as Structuring Agent. (Exhibit 99.2 to Current Report on Form 8-K, date of Report April 9, 2021, File No. 1-8519).
(10.10)	Fifth Amendment to the Receivables Financing Agreement, dated as of November 12, 2021, by and among Cincinnati Bell Funding LLC and Cincinnati Bell Funding Canada Ltd., as Borrowers, Cincinnati Bell Inc. and OnX Enterprise Solutions Ltd., as Servicers, the Lenders, Letter of Credit Participants and Group Agents from time to time party thereto, PNC Bank Canada Branch as issuer of Letters of Credit and Lender, PNC Bank, National Association, as Administrator and Letter of Credit Bank, and PNC Capital Markets, as Structuring Agent. (Exhibit 99.2 to Current Report on Form 8-K, date of Report November 15, 2021, File No. 1-8519).
(10.11)	Sixth Amendment to the Receivables Financing Agreement, dated as of June 3, 2022, by and among Cincinnati Bell Funding LLC and Cincinnati Bell Funding Canada Ltd., as Borrowers, Cincinnati Bell Inc. and OnX Enterprise Solutions Ltd., as Servicers, the Lenders, Letter of Credit Participants and Group Agents from time to time party thereto, PNC Bank Canada Branch as issuer of Letters of Credit and Lender, PNC Bank, National Association, as Administrator and issuer of Letters of Credit, and PNC Capital Markets, as Structuring Agent. (Exhibit 10.1 to Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, File No. 1-8519).
(10.12)	Amended and Restated Receivables Financing Agreement, dated as of January 31, 2023, among Cincinnati Bell Funding LLC as Borrower, Cincinnati Bell Inc., as Servicer, the various Lenders, LC Participants and Group Agents from time to time party thereto, PNC Bank, National Association as the Administrator and LC Bank, and PNC Capital Markets LLC as Structuring Agent (Exhibit 99.2 to Current Report on Form 8-K, date of Report January 31, 2023, File No. 1-8519).
(10.13)	Receivables Purchase Agreement dated as of May 10, 2018 among Cincinnati Bell Funding LLC, as Seller, Cincinnati Bell Inc., as Servicer, PNC Bank, National Association, as Buyer, and PNC Capital Markets LLC, as Structuring Agent (Exhibit 99.4 to Current Report on Form 8-K, date of Report May 10, 2018, File No. 1-8519).
(10.14)	First Amendment to Receivables Purchase Agreement, dated as of May 9, 2019, by and among Cincinnati Bell Funding LLC, as Seller, Cincinnati Bell Inc., as Servicer, and PNC Bank, National Association, as Buyer. (Exhibit 99.2 to Current Report on Form 8-K, date of Report May 9, 2019, File 1-8519).
(10.15)	Second Amendment to the Receivables Purchase Agreement, dated as of May 7, 2020, by and among Cincinnati Bell Funding LLC as Seller, Cincinnati Bell Inc. as Servicer, and PNC Bank, National Association, as Buyer. (Exhibit 99.1 to Current Report on Form 8-K, date of Report May 7, 2020, File No. 1-8519).
(10.16)	Third Amendment to the Receivables Purchase Agreement, dated as of April 9, 2021, by and among Cincinnati Bell Funding LLC as Seller, Cincinnati Bell Inc. as Servicer, and PNC Bank, National Association, as Buyer. (Exhibit 99.1 to Current Report on Form 8-K, date of Report April 9, 2021, File No. 1-8519).
(10.17)	Fourth Amendment to the Receivables Purchase Agreement, dated as of November 12, 2021, by and among Cincinnati Bell Funding LLC as Seller, Cincinnati Bell Inc. as Servicer, and PNC Bank, National Association, as Buyer. (Exhibit 99.1 to Current Report on Form 8-K, date of Report November 15, 2021, File No. 1-8519).
(10.18)	Fifth Amendment to the Receivables Purchase Agreement, dated as of June 3, 2022, by and among Cincinnati Bell Funding LLC, as Seller, Cincinnati Bell Inc. as Servicer, and PNC Bank, National Association, as Buyer. (Exhibit 10.2 to Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, File No. 1-8519).
(10.19)	Purchase and Sale Agreement, dated as of January 31, 2023, the Various Entities listed on Schedule I thereto, as Originators, CBTS Funding LLC, and CBTS Technology Solutions LLC, as Servicer (Exhibit 99.3 to Current Report on Form 8-K, date of Report January 31, 2023, File No. 1-8519).

(10.20)	Receivables Financing Agreement, dated as of January 31, 2023, CBTS Funding LLC and Cincinnati Bell Funding Canada LTD., as Borrowers, CBTS Technology Solutions LLC and OnX Enterprise Solutions Ltd, as Servicers, the Lenders and Group Agents from time to time party thereto, PNC Bank, National Association, as Administrator and LC Bank, and PNC Capital Markets LLC, as Structuring Agent (Exhibit 99.4 to Current Report on Form 8-K, date of Report January 31, 2023, File No. 1-8519).
(10.21)	Amended and Restated Canadian Purchase and Sale Agreement, dated as of January 31, 2023, among the Various Entities listed on Schedule I thereto, Cincinnati Bell Funding Canada Ltd., OnX Enterprise Solutions Ltd., as Servicer, and PNC Bank, National Association, as Administrator (Exhibit 99.5 to Current Report on Form 8-K, date of Report January 31, 2023, File No. 1-8519).
(10.22)	Receivables Purchase Agreement, dated as of January 31, 2023, by and among CBTS Funding LLC, as Seller, CBTS Technology Solutions LLC, as Servicer, PNC Bank, National Association, as Buyer, and PNC Capital Markets, LLC, as Structuring Agent (Exhibit 99.6 to Current Report on Form 8-K, date of Report January 31, 2023, File No. 1-8519).
(10.23)*	Cincinnati Bell Inc. Pension Program, as amended and restated effective January 1, 2005 (Exhibit (10)(iii)(A)(3) to Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-8519).
(10.24)*	Amendment to Cincinnati Bell Inc. Pension Program, effective December 31, 2011 (Exhibit 10.12 to Annual Report on Form 10-K for the year ended December 31, 2011, File No. 1-8519).
(10.25)*	Restatement of the Cincinnati Bell Management Pension Plan executed December 22, 2016 (Exhibit 10.28 to Annual Report on Form 10-K for the year ended December 31, 2016, File No. 1-8519).
(10.26)*	Restatement of the Cincinnati Bell Pension Plan executed December 22, 2016 (Exhibit 10.29 to Annual Report on Form 10-K for the year ended December 31, 2016, File No. 1-8519).
(10.27)*	Amendment to Cincinnati Bell Management Pension Plan executed December 22, 2016 (Exhibit 10.30 to Annual Report on Form 10-K for the year ended December 31, 2016, File No. 1-8519).
(10.28)*	Amendment to the Cincinnati Bell Pension Plan executed December 22, 2016 (Exhibit 10.31 to Annual Report on Form 10-K for the year ended December 31, 2016, File No. 1-8519).
(10.29)*	Cincinnati Bell Inc. Form of Long-Term Restricted Cash Retention Award (Exhibit 10.1 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, File 1-8519).
(10.30)*	Cincinnati Bell Inc. Form of Long-Term Restricted Cash Retention Award (Exhibit 10.1 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, File 1-8519).
(10.31)+	Amended and Restated Employment Agreement between Cincinnati Bell Inc. and Leigh R. Fox effective as of September 7, 2021.
(10.32)+	Amended and Restated Employment Agreement between Cincinnati Bell Inc. and Joshua T. Duckworth dated as of December 1, 2021.
(10.33)+	Amended and Restated Employment Agreement between Cincinnati Bell Inc. and Christi H. Cornette effective as of September 7, 2021.
(10.34)+	Amended and Restated Employment Agreement between Cincinnati Bell Inc. and Mary E. Talbott effective as of March 8, 2023.
(10.35)+	Amended and Restated Employment Agreement between Cincinnati Bell Inc. and Thomas E. Simpson effective as of September 7, 2021.
(10.36)+	Release of Claims Agreement between Cincinnati Bell Inc. and Thomas E. Simpson dated as of March 27, 2023.

(10.37)+	Amended and Restated Employment Agreement between Cincinnati Bell Inc. and Christopher J. Wilson effective as of September 7, 2021.
(10.38)+	Release of Claims Agreement between Cincinnati Bell Inc. and Christopher J. Wilson dated as of March 27, 2023.
(10.39)*	Employment Agreement between Cincinnati Bell Inc. and Shannon M. Mullen effective as of December 1, 2017 (Exhibit 10.7 to Current Report on Form 8-K, date of Report December 1, 2017, File No. 1-8519).
(10.40)*	Employment Agreement between Cincinnati Bell Inc. and Mark J. Fahner effective as of September 16, 2018 (Exhibit 10.3 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, File 1-8519).
(10.41)*	Employment Agreement between Cincinnati Bell Inc. and Suzanne E. Maratta effective May 12, 2019. (Exhibit 10.1 to Current Report on Form 8-K, date of Report May 15, 2019, File 1-8519).
(10.42)*	Employment Agreement between Cincinnati Bell Inc. and Angela J. Huber effective December 1, 2021 (Exhibit 10.63 to Annual Report on Form 10-K for the year ended December 31, 2021, File No. 1-8519).
(14)	Code of Ethics for Senior Financial Officers, as adopted pursuant to Section 406 of Regulation S-K (Exhibit (10)(iii)(A)(15) to Annual Report on Form 10-K for the year ended December 31, 2003, File No. 1-8519).
(21) +	Subsidiaries of the Registrant.
(24) +	Powers of Attorney.
(31.1) +	Certificate of the Chief Executive Officer Pursuant to Rule 15d-14(a)
(31.2) +	Certificate of the Chief Financial Officer Pursuant to Rule 15d-14(a).
(97)*	Executive Compensation Recoupment/Clawback Policy effective as of January 1, 2011 (Exhibit 99.1 to Current Report on Form 8-K, date of Report October 29, 2010, File No. 1-8519).
101	The following financial statements from Cincinnati Bell Inc.'s Annual Report on Form 10-K for the year ended December 31, 2023 were formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations and Comprehensive Income (Loss), (iii) Consolidated Statements of Equity (Deficit), (iv) Consolidated Statements of Cash Flows, and (v) Notes to Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101).

+ Filed herewith.
* Management contract or compensatory plan required to be filed as an exhibit pursuant to Item 15(a)(3) of the Instruction to Form 10-K.
(P) Paper exhibits

The Company's reports on Form 10-K, 10-Q, 8-K and other information are available free of charge at the following website: *http://www.altafiber.com*. The Company has ceased to be a registrant but continues to voluntarily file annual, quarterly and certain other information with the SEC due to contractual provisions included in certain indentures.

VALUATION AND QUALIFYING ACCOUNTS

Allowance for Doubtful Accounts

(dollars in millions)	Beginning of Period	Additions: Charge (Benefit) to Expenses	Additions: (To) From Other Accounts	Deductions	End of Period
Successor					
Year 2023	$ 12.0	$ 9.1	$ —	$ 3.4	$ 17.7
Year 2022	$ 3.6	$ 8.4	$ —	$ —	$ 12.0
September 8, 2021 to December 31, 2021 (remeasured upon Merger)	$ —	$ 3.6	$ —	$ —	$ 3.6
Predecessor					
January 1, 2021 to September 7, 2021	$ 23.0	$ 2.1	$ —	$ 8.7	$ 16.4

Deferred Tax Valuation Allowance

(dollars in millions)	Beginning of Period	Additions: Charge (Benefit) to Expenses	Additions: (To) From Other Accounts	Deductions	End of Period
Successor					
Year 2023	$ 15.7	$ 18.9	$ (1.8)	$ —	$ 32.8
Year 2022	$ 18.4	$ (3.8)	$ 1.1	$ —	$ 15.7
September 8, 2021 to December 31, 2021	$ 24.4	$ (6.0)	$ —	$ —	$ 18.4
Predecessor					
January 1, 2021 to September 7, 2021	$ 28.4	$ —	$ (4.0)	$ —	$ 24.4

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: March 25, 2024

/s/ Joshua T. Duckworth
Joshua T. Duckworth
Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Signature	Title	Date
/s/ Leigh R. Fox Leigh R. Fox	President and Chief Executive Officer (Principal Executive Officer)	March 25, 2024
/s/ Joshua T. Duckworth Joshua T. Duckworth	Chief Financial Officer (Principal Financial Officer)	March 25, 2024
/s/ Suzanne E. Maratta Suzanne E. Maratta	Vice President and Corporate Controller (Principal Accounting Officer)	March 25, 2024
Kelly C. Atkinson * Kelly C. Atkinson	Director	March 25, 2024
Felix A. Bernshteyn* Felix A. Bernshteyn	Director	March 25, 2024
Mikhail Y. Dyadyuk* Mikhail Y. Dyadyuk	Director	March 25, 2024
F. Gregory Guerra* F. Gregory Guerra	Director	March 25, 2024
Colleen W. Hanabusa* Colleen W. Hanabusa	Director	March 25, 2024
John T. Komeiji* John T. Komeiji	Director	March 25, 2024
Steven R. Kutos* Steven R. Kutos	Director	March 25, 2024
/s/ Anton Z. Moldan Anton Z. Moldan	Director	March 25, 2024
Christina M. Wire* Christina M. Wire	Director	March 25, 2024

*By: /s/ Leigh R. Fox
Leigh R. Fox
as attorney-in-fact and on his behalf
as President and Chief Executive Officer

Exhibit 10.31

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement") is made as of the Effective Date between Cincinnati Bell Inc. ("Employer") and Leigh R. Fox ("Employee"). For purposes of this Agreement, the "Effective Date" means the closing date under the Merger Agreement (as defined below).

WHEREAS, the Employee is employed as the Chief Executive Officer of the Employer;

WHEREAS, the Employee is a party to an employment agreement with Employer, dated December 1, 2017 (the "2017 Employment Agreement")

WHEREAS, the Employer entered into an Agreement and Plan of Merger, dated March 13, 2020, by and between the Employer, Red Fiber Parent LLC, a Delaware limited liability company ("Parent"), and Parent's direct wholly-owned subsidiary RF Merger Sub Inc., an Ohio corporation (the "Merger Agreement");

WHEREAS, the parties to the Merger Agreement and the Employee desire to amend and restate the 2017 Employment Agreement in accordance with the terms set forth herein.

NOW THEREFORE, Employer and Employee agree as follows:

1. Employment. By this Agreement, Employer and Employee set forth the terms of Employer's employment of Employee on and after the Effective Date. Any prior agreements or understandings with respect to Employee's employment by Employer, including the 2017 Employment Agreement, are canceled as of the Effective Date. Notwithstanding the foregoing, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2017 Employment Agreement shall remain in full force and effect.

2. Term of Agreement. The term of this Agreement initially shall be the one-year period commencing on the Effective Date. On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of this Agreement automatically shall be extended for a period of one additional year. Notwithstanding the foregoing, the term of this Agreement is subject to termination as provided in Section 13.

3. Duties.

A. Employee will serve as President and Chief Executive Officer for Cincinnati Bell Inc. or in such other equivalent capacity as may be designated by the Board of Directors of Employer (the "Board"). Employee will report to the Board.

B. Employee shall furnish such managerial, executive, financial, technical and other skills, advice, and assistance in operating Employer and its Affiliates as Employer may reasonably request. For purposes of this Agreement, "Affiliate" means each corporation or organization that is deemed to be a single employer with Employer under Section 414(b) or (c)

of the Internal Revenue Code of 1986, as amended (the "Code") (i.e., as part of a controlled group of corporations that includes Employer or under common control with Employer).

C. Employee shall also perform such other duties, consistent with the provisions of Section 3.A., as are reasonably assigned to Employee by the Board.

D. Employee shall devote Employee's entire time, attention and energies to the business of Employer and its Affiliates. The words "entire time, attention and energies" are intended to mean that Employee shall devote Employee's full effort during reasonable working hours to the business of Employer and its Affiliates and shall devote at least 40 hours per week to the business of Employer and its Affiliates. Employee shall travel to such places as are necessary in the performance of Employee's duties.

4. Compensation.

A. Employee shall receive a base salary (the "Base Salary") of at least $670,000 per year, payable not less frequently than monthly, for each year during the term of this Agreement, subject to proration for any partial year. Such Base Salary, and all other amounts payable under this Agreement, shall be subject to withholding as required by law.

B. In addition to the Base Salary, Employee shall be eligible to receive an annual bonus (the "Bonus") for each calendar year for which services are performed under this Agreement. Any Bonus for a calendar year shall be payable in the calendar year following the calendar year for which the Bonus is earned in accordance with Employer's regular bonus payment policies. Each year, Employee shall be given a Bonus target of not less than 100% of Base Salary, subject to proration for a partial year. The Bonus target shall be established from time to time by Employer's Compensation Committee if Employee is a named executive officer for purposes of Employer's annual proxy statement or is otherwise an executive officer whose compensation is determined by the Compensation Committee, or, if Employee is not so subject, then in accordance with the provisions of Employer's then existing annual incentive plan or any similar plan made available to employees of Employer ("annual incentive plan") in which Employee participates. Any Bonus award to Employee shall further be subject to the terms and conditions of any such applicable annual incentive plan.

C. On at least an annual basis, Employee shall receive a formal performance review and be considered for Base Salary and/or Bonus target increases.

5. Expenses. All reasonable and necessary expenses incurred by Employee in the course of the performance of Employee's duties to Employer shall be reimbursable in accordance with Employer's then current travel and expense policies.

6. Benefits.

A. While Employee remains in the employ of Employer, Employee shall be eligible to participate in all of the various employee benefit plans and programs, which are made available to similarly situated officers of Employer, in accordance with the eligibility provisions and other terms and conditions of such plans and programs.

B. Notwithstanding anything contained herein to the contrary, the Base Salary and any Bonuses otherwise payable to Employee shall be reduced by any benefits paid to Employee by Employer under any disability plans made available to Employee by Employer ("Disability Plans").

7. Confidentiality. Employer and its Affiliates are engaged in the telecommunications industry within the U.S. Employee acknowledges that in the course of employment with the Employer (including prior to the Effective Date), Employee has been and will be entrusted with or obtain access to information proprietary to Employer and its Affiliates with respect to the following (all of which information is referred to hereinafter collectively as the "Information"); the organization and management of Employer and its Affiliates; the names, addresses, buying habits and other special information regarding past, present and potential customers, employees and suppliers of Employer and its Affiliates; customer and supplier contracts and transactions or price lists of Employer, its Affiliates and their suppliers; products, services, programs and processes sold, licensed or developed by Employer or its Affiliates; technical data, plans and specifications, and present and/or future development projects of Employer and its Affiliates; financial and/or marketing data respecting the conduct of the present or future phases of business of Employer and its Affiliates; computer programs, systems and/or software; ideas, inventions, trademarks, trade secrets, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of Employer and its Affiliates; and other information considered confidential by any of the Employer, its Affiliates or customers or suppliers of Employer and its Affiliates. At all times during the term of this Agreement and thereafter, Employee agrees to retain the Information in absolute confidence and not to disclose the Information to any person or organization except as required in the performance of Employee's duties for Employer, without the express written consent of Employer; provided that Employee's obligation of confidentiality shall not extend to any Information which becomes generally available to the public other than as a result of disclosure by Employee.

8. New Developments. All ideas, inventions, discoveries, concepts, trade secrets, trademarks, service marks or other developments or improvements, whether patentable or not, conceived by Employee, alone or with others, at any time during the term of Employee's employment (including prior to the Effective Date), whether or not during working hours or on Employer's premises, which are within the scope of or related to the business operations of Employer or its Affiliates ("New Developments"), shall be and remain the exclusive property of Employer. Employee agrees that any New Developments which, within one year after the termination of employment with Employer, are made, disclosed, reduced to a tangible or written form or description or are reduced to practice by Employee and which are based upon, utilize or incorporate Information shall, as between Employee and Employer, be presumed to have been made during Employee's employment by Employer. Employee further agrees that Employee will not, during the term of Employee's employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that Employee will not bring onto Employer premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

At all times during the term of this Agreement and thereafter, Employee shall do all things reasonably necessary to ensure ownership of such New Developments by Employer, including the execution of documents assigning and transferring to Employer all of Employee's rights, title and interest in and to such New Developments and the execution of all documents required to enable Employer to file and obtain patents, trademarks, service marks and copyrights in the United States and foreign countries on any of such New Developments.

9. Surrender of Material Upon Termination. Employee hereby agrees that upon termination of Employee's employment, for whatever reason and whether voluntary or involuntary, Employee will immediately surrender to Employer all of the property and other things of value in his possession or in the possession of any person or entity under Employee's control that are the property of Employer or any of its Affiliates, including without any limitation all personal notes, drawings, manuals, documents, photographs or the like, including copies and derivatives thereof, and e-mails and other electronic and digital information of all types regardless of where or the type of device on which such materials may be stored by Employee, relating directly or indirectly to any Information, materials or New Developments, or relating directly or indirectly to the business of Employer or any of its Affiliates.

10. Remedies.

A. Employer and Employee hereby acknowledge and agree that the services rendered by Employee to Employer, the information disclosed to Employee during and by virtue of Employee's employment (including prior to the Effective Date) and Employee's commitments and obligations to Employer and its Affiliates herein are of a special, unique and extraordinary character, and that the breach of any provision of this Agreement by Employee will cause Employer irreparable injury and damage, and consequently the Employer shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of Sections 7, 8, 9, 11 and 12 of this Agreement and to secure the enforcement of this Agreement.

B. Except as provided in Section 10.A., the parties hereto agree to submit to final and binding arbitration any dispute, claim or controversy, whether for breach of this Agreement or for violation of any of Employee's statutorily created or protected rights, arising between the parties that either party would have been otherwise entitled to file or pursue in court or before any administrative agency (herein "claim"), and each party waives all right to sue the other party.

(i) This agreement to arbitrate and any resulting arbitration award are enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). If the FAA is held not to apply for any reason, then Ohio Revised Code Chapter 2711 regarding the enforceability of arbitration agreements and awards will govern this Agreement and the arbitration award.

(ii) (a) All of a party's claims must be presented at a single arbitration hearing. Any claim not raised at the arbitration hearing is waived and released. The arbitration hearing will take place in Cincinnati, Ohio.

(b) The arbitration process will be governed by the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") except to the extent they are modified by this Agreement. In the event that any provisions of this Section 10.B. are determined by AAA to be unenforceable or impermissibly contrary to AAA rules, then this Section 10.B. shall be modified as necessary to comply with AAA requirements.

(c) Employee has had an opportunity to review the AAA rules and the requirements that Employee must pay a filing fee for which Employer has agreed to split on an equal basis.

(d) The arbitrator will be selected from a panel of arbitrators chosen by the AAA. After the filing of a Request for Arbitration, the AAA will send simultaneously to Employer and Employee an identical list of names of five persons chosen from the panel. Each party will have 10 days from the transmittal date in which to strike up to two names, number the remaining names in order of preference and return the list to the AAA.

(e) Any pre-hearing disputes will be presented to the arbitrator for expeditious, final and binding resolution.

(f) The award of the arbitrator will be in writing and will set forth each issue considered and the arbitrator's finding of fact and conclusions of law as to each such issue.

(g) If the arbitrator finds that a party has sustained its burden of proof in establishing a violation of applicable law, the arbitrator shall have the same power and authority as would a judge to grant any relief, including costs and attorney's fees, that a court could grant, consistent with applicable principles of common, decisional, and statutory law in the relevant jurisdiction. The arbitrator may assess to either party, or split, the arbitrator's fee and expenses and the cost of the transcript, if any, in accordance with the arbitrator's determination of the merits of each party's position or as principles of equity may require.

(h) Employer and Employee recognize that a primary benefit each derives from arbitration is avoiding the delay and costs normally associated with litigation. Therefore, neither party will be entitled to conduct any discovery prior to the arbitration hearing except that: (i) Employer will furnish Employee with copies of all non-privileged documents in Employee's personnel file; (ii) if the claim is for discharge, Employee will furnish Employer with records of earnings and benefits relating to Employee's subsequent employment (including self-employment) and all documents relating to Employee's efforts to obtain subsequent employment; (iii) the parties will exchange copies of all documents they intend to introduce as evidence at the arbitration hearing at least 10 days prior to such hearing; (iv) Employee will be allowed (at Employee's expense) to take the depositions, for a period not to exceed four hours each, of two representatives of Employer, and Employer will be allowed (at its expense) to depose Employee for a period not to exceed four hours; and (v) Employer or Employee may ask the arbitrator to grant additional discovery to the extent permitted by AAA rules upon a showing that such discovery is necessary.

(i) Nothing herein will prevent either party from taking the deposition of any witness where the sole purpose for taking the deposition is to use the deposition in lieu of the witness testifying at the hearing and the witness is, in good faith, unavailable to testify in person at the hearing due to poor health, residency and employment more than 50 miles from the hearing site, conflicting travel plans or other comparable reason.

(j) Arbitration must be requested in writing no later than 6 months from the date that the party knew or should have known of the matter disputed by the claim. A party's failure to initiate arbitration within the time limits herein will be considered a waiver and release by that party with respect to any claim subject to arbitration under this Agreement.

(k) Employer and Employee consent that judgment upon the arbitration award may be entered in any federal or state court that has jurisdiction.

(1) Except as provided in Section 10.A, neither party will commence or pursue any litigation on any claim that is or was subject to arbitration under this Agreement. Nothing in this Agreement shall be construed to prevent Employee from filing or participating in a charge of discrimination filed with the EEOC or similar state or local administrative agencies. However, upon receipt of a right to sue letter or similar administrative determination, Employee's claim becomes subject to arbitration as set forth in this this Agreement.

(m) All aspects of any arbitration procedure under this Agreement, including the hearing and the record of the proceedings, are confidential and will not be open to the public, except to the extent the parties agree otherwise in writing, or as may be appropriate in any subsequent proceedings between the parties, or as may otherwise be appropriate in response to a governmental agency or legal process or as may be required to be disclosed by Employer pursuant to applicable law, rule or regulation to which Employer is subject, including requirements of the Securities and Exchange Commission and any stock exchanges on which Employer's securities are listed.

11. Covenant Not to Compete, No Interference; No Solicitation. For purposes of this Section 11 only, the term "Employer" shall mean, collectively, Employer and each of its Affiliates. At all times during the term of this Agreement and during the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not engage in any business offering services related to the current business of Employer, whether as a principal, partner, joint venture, agent, employee, salesman, consultant, director or officer, where such position would involve Employee in any business activity in competition with Employer. This restriction will be limited to the geographical area where Employer is then engaged in such competing business activity or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of Employer.

During the two-year period following termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not interfere with or adversely affect, either directly or indirectly, Employer's relationships with any person, firm, association, corporation or other entity which is

known by Employee to be, or is included on any listing to which Employee had access during the course of employment, as a customer, client, supplier, consultant or employee of Employer and that Employee will not divert or change, or attempt to divert or change, any such relationship to the detriment of Employer or to the benefit of any other person, firm, association, corporation or other entity.

During the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee shall not, without the prior written consent of Employer, accept employment, as an employee, consultant or otherwise, with any company or entity which is a supplier of Employer at any time during the one-year period prior to the termination of Employee's employment with Employer.

Employee will not, during or at any time within two years after the termination of Employee's employment with Employer, induce or seek to induce any other employee of Employer to terminate his or her employment relationship with Employer.

Employee acknowledges and agrees that the covenants, restrictions, agreements and obligations set forth herein are founded upon valuable consideration and, with respect to the covenants, restrictions, agreements and obligations set forth in this Section 11, are reasonable in duration and geographic scope. The time period and geographical area set forth in this Section 11 are each divisible and separable, and, in the event that the covenants not to compete and/or not to divert business or employees contained therein are judicially held invalid or unenforceable as to such time period and/or geographical area, they will be valid and enforceable in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. Employee agrees that in the event that any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with Employer in requesting such court to construe the applicable provision by limiting or reducing it so as to be enforceable to the extent compatible with the then applicable law. Furthermore, it is agreed that any period of restriction or covenant hereinabove stated shall not include any period of violation or period of time required for litigation or arbitration to enforce such restrictions or covenants.

12. Goodwill. Subject to the provisions of Section 10.B.(ii)(l) above, during the term of this Agreement and thereafter, Employee will not disparage Employer or any of its Affiliates in any way which could adversely affect the goodwill, reputation and business relationships of Employer or any of its Affiliates with the public generally, or with any of their customers, suppliers or employees, and Employer will not disparage Employee. Employee understands and agrees that Employer shall be entitled to make any such public disclosures as are required by applicable law, rule or regulation regarding Employee, including termination of Employee's employment with Employer, and that any public disclosures so made by Employer and other statements materially consistent with such public disclosures shall not be restricted in any manner by this Section 12.

13. Termination.

A. (i) To the extent permitted by law, Employer or Employee may terminate this Agreement (and Employee's employment hereunder) upon Employee's failure or inability to perform the services required hereunder, because of any physical or mental infirmity for which Employee receives disability benefits under any Disability Plans, over a period of one hundred twenty consecutive working days during any twelve consecutive month period (a "Terminating Disability").

(ii) If Employer or Employee elects to terminate this Agreement in the event of a Terminating Disability, such termination shall be effective immediately upon the giving of written notice by the terminating party to the other.

(iii) Upon termination of this Agreement on account of Terminating Disability, Employer shall pay Employee only Employee's any accrued but unpaid Base Salary to the date of termination, any accrued but unused vacation to the date of termination, any accrued and earned Bonus for the year prior to the year of the termination and any earned and vested benefits under any Employer benefit plan to the date of termination (the "Accrued Compensation") (subject to offset for any amounts received pursuant to the Disability Plans). In the event of a Terminating Disability, Employer also shall provide Employee with disability benefits and all other benefits according to the provisions of the applicable Disability Plans and any other Employer plans in which Employee is then participating.

(iv) If the parties elect not to terminate this Agreement upon an event of a Terminating Disability and Employee returns to active employment with Employer prior to such a termination, or if such disability exists for less than one hundred twenty consecutive working days, the provisions of this Agreement shall remain in full force and effect.

B. This Agreement (and Employee's employment hereunder) terminates immediately and automatically on the death of Employee, provided, however, that Employee's estate shall be paid only Employee's Accrued Compensation as of the date of death.

C. Employer may terminate this Agreement immediately, upon written notice to Employee, for Cause. For purposes of this Agreement, Employer shall have "Cause" to terminate this Agreement only if the Board reasonably determines in good faith that any one or more of the following has occurred: (a) conviction of any crime (whether or not a felony) involving dishonesty, fraud, embezzlement, or similar crime of moral turpitude; (b) conviction of a felony (other than a traffic violation); (c) acts constituting fraud or willful misconduct as an employee of the Employer or its Affiliates, including but not limited to misappropriation or embezzlement in the performance of duties as an employee of the Employer or its Affiliates; (d) the willful and continued material failure or refusal of Employee to perform any of his or her duties to the Employer of its Affiliates (other than any such failure resulting from Employee's incapacity due to physical or mental illness) which is reasonably likely to result in material harm to the Employer of its Affiliates; (e) Employee's material violation or breach of the this Agreement, any restrictive covenants under this Agreement or any other restrictive covenant provision the Employee is bound by in any agreement between Employee and the Employer or its Affiliates

(to the extent such violation or breach remains uncured after thirty (30) days' prior written notice to the Employee by the Employer provided such violation or breach is capable of cure) (f) Employee's material violation or breach of the documented code of ethics, code of conduct or similar document of the Employer or its Affiliates which has been timely provided to, and acknowledged by, Employee (to the extent such violation or breach remains uncured after thirty (30) days' prior written notice to the Employee by the Employer in the event such violation or breach is capable of cure); or (g) willfully or grossly negligently engaging in conduct materially injurious to the Employer or its Affiliates. Upon termination for Cause, Employee shall be entitled to receive only Employee's Accrued Compensation to the date of termination. Prior to any determination by the Board that a Cause event has occurred, Employee shall be given the opportunity to attend a meeting of the full Board and to present any facts and have a meaningful discussion with the Board as to the circumstances surrounding the vents giving rise to the alleged Cause event.

D. Employer may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employee for any reason other than those set forth in Sections 13.A., B. and C. Notwithstanding the foregoing, Employer may not terminate this Agreement (and Employee's employment hereunder) under this Section 13.D. within one year after the Effective Date (the "Protected Period"), provided that the Employer may place the Employee on garden leave during the Protected Period, reducing or eliminating his or her responsibilities during such Protected Period, and will be entitled to terminate the Employee pursuant to this Section 13.D. upon expiration of the Protected Period. In addition, Employee may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employer, as a result of a Constructive Termination. In the event of a termination of this Agreement (and Employee's employment hereunder) by Employer, or by Employee as a result of a Constructive Termination, under this Section 13.D. in addition to the Accrued Compensation:

(i) Employer shall pay Employee in a lump sum cash payment an amount equal to two times the Employee's annual Base Salary rate in effect at the time of the termination of this Agreement within sixty (60) days following Employee's termination of employment with Employer; and

(ii) subject to Employee timely and properly electing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Employer shall provide Employee access to continued medical, dental, and vision coverage for a period of up to eighteen (18) months beginning the first day of the calendar month following Executive's termination of employment and ending on the first to occur of the last day of the eighteenth (18th) month, the date Executive ceases to be eligible for COBRA or the date Executive, his spouse and eligible dependents become eligible to be covered under another employer's medical, dental and vision plans, whichever is sooner(with the cost of such coverage to Employee equal to the active employee rate for the coverage plus applicable tax withholdings on the difference between the full COBRA premium for the coverage and the active employee rate), provided that, if the Employer determines in its sole discretion that it cannot provide the foregoing subsidy of

COBRA coverage without potentially violating or causing the Employer to incur additional expense as a result of noncompliance with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Employer instead will pay Employee a taxable lump sum payment in an amount equal to the monthly COBRA premium (or an equivalent monthly payment in the event the Employee is no longer eligible for COBRA) that Employee would be required to pay to continue the group health coverage in effect on the date of Employee's termination of employment for eighteen (18) months for Employee and Employee's eligible dependents pursuant to the Employer's health insurance plans in which Employee or Employee's eligible dependents participated as of the day of Executive's termination (which amount shall be based on the premium for the first month of COBRA coverage).

E. Employee may resign upon 60 days' prior written notice to Employer. In the event of a resignation under this Section 13.E., this Agreement (and Employee's employment hereunder) shall terminate and Employee shall be entitled to receive only any Accrued Compensation. Should Employee resign, Employer may adjust Employee's authority, reporting relationship, or responsibilities at any time during the 60-day notice period and any such adjustment shall not constitute a Constructive Termination under this Agreement.

F. Upon termination of this Agreement (and Employee's employment hereunder) as a result of an event of termination described in this Section 13 and except for Employer's payment of the required payments under this Section 13 (including any Accrued Compensation), all further compensation under this Agreement shall terminate. Employee further agrees that in order to be entitled to receive any payments under this Section 13 (other than any Accrued Compensation), upon the request of Employer, Employee will execute and not revoke a release of claims against Employer in the Employer standard form, which release shall contain customary and appropriate terms and conditions as determined in good faith by Employer. Such release must be executed and non-revocable within 60 days of Employee's termination of employment provided, however, if such 60-day period commences in one calendar year and ends in the following calendar year, payment of a any amounts under this Section 13 (other than any Accrued Compensation) shall not commence until the first payroll date in the second calendar year. Employee's rights with respect to any award granted under the "2021 LTIP" (as defined below) or the "CBTS Sale Bonus Agreement" (as defined below) shall be determined pursuant to the terms of the applicable plan.

G. The termination of this Agreement (and Employee's employment hereunder) shall not amend, alter or modify the rights and obligations of the parties under Sections 7, 8, 9, 10, 11,12 and 13 hereof, the terms of which shall survive the termination of this Agreement for any reason whatsoever.

H. For purposes of this Section 13, "Constructive Termination" shall be deemed to have occurred if, without Employee's consent, there is a material reduction by Employer in Employee's authority, reporting relationship or responsibilities, there is a reduction by Employer in Employee's Base Salary or Bonus target or Employee is required by Employer to relocate from the Greater Cincinnati, Ohio Area by 50 or more miles. In no event will a Constructive

Termination be deemed to occur under this Agreement unless (i) the Employee notifies the Employer in writing of the occurrence of any event that constitutes a Constructive Termination within sixty (60) days of the occurrence of such event, (ii) the Employer does not cure such circumstances within thirty (30) days of receipt of such notice and (iii) the Employee terminates his or her employment within thirty (30) days of such failure to cure. Notwithstanding anything in this Agreement to the contrary, Employee acknowledges and agrees that no reduction in authority, reporting relationship or responsibilities in connection with the transactions contemplated by the Merger Agreement will provide a basis for a Constructive Termination.

I. Notwithstanding any other provision in this Agreement, in the event that it is determined (by the reasonable computation of an independent nationally recognized certified public accounting firm that shall be selected by Employer (the "Accountant")) that the aggregate amount of the payments, distributions, benefits and entitlements of any type payable by Employer or any affiliate to or for the benefit of Employee (including any payment, distribution, benefit or entitlement made by any person or entity effecting a Change in Control (as defined in the 2021 LTIP)), in each case, that could be considered "parachute payments" within the meaning of Section 280G of the Code (such payments, the "Parachute Payments") that, but for this Section 13.I. would be payable to Employee, exceeds the greatest amount of Parachute Payments that could be paid to Employee without giving rise to any liability for any excise tax imposed by Code Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest or penalties, collectively referred to as the "Excise Tax"), then the aggregate amount of Parachute Payments payable to Employee shall not exceed the amount which produces the greatest after-tax benefit to Employee after taking into account any Excise Tax to be payable by Employee. For the avoidance of doubt, this provision shall reduce the amount of Parachute Payments otherwise payable to Employee, if doing so would place Employee in a more favorable net after-tax economic position as compared with not reducing the amount of Parachute Payments (taking into account the Excise Tax payable in respect of such Parachute Payments). Any reduction under this Section 280G shall be applied against the payment to be made under Section 13.D.(i).

14. Code Section 409A.

A. This Agreement is intended to comply with Code Section 409A or an exemption thereunder and shall be construed and administered in accordance with Code Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Code Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Code Section 409A as separation pay, as a short-term deferral, or under any other applicable exclusion shall be excluded from Code Section 409A to the maximum extent possible. For purposes of Code Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Code Section 409A. To the extent any reimbursements or in-kind benefits due Employee under this

Agreement constitutes "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Notwithstanding the foregoing, Employer makes no representations that the payments and benefits provided under this Agreement comply with, or are exempt from compliance from, Code Section 409A and in no event shall Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Code Section 409A.

B. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to Employee in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Code Section 409A and Employee is determined to be a "specified employee" as defined in Code Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until a date that is within five days following (and not before) the six-month anniversary of the date of Employee's termination of employment (the "Specified Employee Payment Date") to the extent required by Code Section 409A. The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Employee in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

15. Assignment. As this is an agreement for personal services involving a relation of confidence and a trust between Employer and Employee, all rights and duties of Employee arising under this Agreement, and the Agreement itself, are non-assignable by Employee.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally or by certified mail to Employee at Employee's place of residence as then recorded on the books of Employer or to Employer at its principal office.

17. Waiver. No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and signed by Employee and an authorized executive officer of Employer. The waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

18. Governing Law. This agreement shall be governed by the laws of the State of Ohio and, to the extent applicable, federal law.

19. Entire Agreement. This Agreement contains the entire agreement of the parties respect to its subject matter and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written, between Employee and Employer, including, without limitation the 2017 Employment Agreement. There are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement other than awards to be granted under the Red Fiber Holdings, LLC Long-Term Incentive Plan ("2021 LTIP") or a Red Fiber Holdings, LLC Business Value Award Agreement ("CBTS Sale Bonus Agreement"). For the avoidance of doubt, nothing herein affects any of the parties' rights or obligations under the Merger

Agreement or any agreements entered into in connection therewith. Employee acknowledges and agrees that Employee has not relied on any oral or written promises or representations other than those explicitly stated in this Agreement. Notwithstanding anything in this Section 19 to the contrary, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2017 Employment Agreement shall remain in full force and effect.

20. Severability. In case anyone or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

21. Successors and Assigns. Subject to the requirements of Paragraph 14 above, this Agreement shall be binding upon Employee, Employer and Employer's successors and assigns.

22. Confidentiality of Agreement Terms. The terms of this Agreement shall be held in strict confidence by Employee and shall not be disclosed by Employee to anyone other than Employee's spouse, Employee's legal counsel and Employee's other advisors, unless required by law. Further, except as provided in the preceding sentence, Employee shall not reveal the existence of this Agreement or discuss its terms with any person (including but not limited to any employee of Employer or its Affiliates) without the express authorization of the President of Employer, provided that Employee shall advise any prospective new employer of the existence of Employee's non-competition, confidentiality and similar obligations under this Agreement. To the extent that the terms of this Agreement have been disclosed by Employer, in a public filing or otherwise, the confidentiality requirements of this Section 22 shall no longer apply to such terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day and year first above written.

Red Fiber Holdings LLC.		**Employee**	
By:	/s/ Anton Moldan Anton Moldan, Vice President		/s/ Leigh R. Fox Leigh R. Fox
Date:	9/7/2021	Date:	8/21/2021
By:	/s/ Andy Christiansen Andy Christiansen, Vice President - Tax		
Date:	9/7/2021		

Exhibit 10.32

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement") is made as of the Effective Date between Cincinnati Bell Inc. ("Employer") and Joshua T. Duckworth ("Employee"). For purposes of this Agreement, the "Effective Date" means December 1, 2021.

WHEREAS, the Employee is employed as the Chief Financial Officer;

WHEREAS, the Employee is a party to an employment agreement with Employer, dated September 7, 2021 (the "2021Employment Agreement");

WHEREAS, the Employer entered into an Agreement and Plan of Merger, dated March 13, 2020, by and between the Employer, Red Fiber Parent LLC, a Delaware limited liability company ("Parent"), and Parent's direct wholly-owned subsidiary RF Merger Sub Inc., an Ohio corporation (the "Merger Agreement");

WHEREAS, the parties to the Merger Agreement and the Employee desire to amend and restate the 2021 Employment Agreement in accordance with the terms set forth herein.

NOW THEREFORE, Employer and Employee agree as follows:

1. Employment. By this Agreement, Employer and Employee set forth the terms of Employer's employment of Employee on and after the Effective Date. Any prior agreements or understandings with respect to Employee's employment by Employer, including the 2021 Employment Agreement, are canceled as of the Effective Date. Notwithstanding the foregoing, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2021 Employment Agreement shall remain in full force and effect.

2. Term of Agreement. The term of this Agreement initially shall be the one-year period commencing on the Effective Date. On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of this Agreement automatically shall be extended for a period of one additional year. Notwithstanding the foregoing, the term of this Agreement is subject to termination as provided in Section 13.

3. Duties.

A. Employee will serve as the Chief Financial Officer for Cincinnati Bell Inc. or in such other equivalent capacity as may be designated by Employer's Chief Executive Officer. Employee will report to the Employer's Chief Executive Officer.

B. Employee shall furnish such managerial, executive, financial, technical and other skills, advice, and assistance in operating Employer and its Affiliates as Employer may reasonably request. For purposes of this Agreement, "Affiliate" means each corporation or organization that is deemed to be a single employer with Employer under Section 414(b) or (c)

of the Internal Revenue Code of 1986, as amended (the “Code”) (i.e., as part of a controlled group of corporations that includes Employer or under common control with Employer).

C. Employee shall also perform such other duties, consistent with the provisions of Section 3.A., as are reasonably assigned to Employee by the Employer’s Chief Executive Officer.

D. Employee shall devote Employee’s entire time, attention and energies to the business of Employer and its Affiliates. The words “entire time, attention and energies” are intended to mean that Employee shall devote Employee’s full effort during reasonable working hours to the business of Employer and its Affiliates and shall devote at least 40 hours per week to the business of Employer and its Affiliates. Employee shall travel to such places as are necessary in the performance of Employee’s duties.

4. Compensation.

A. Employee shall receive a base salary (the “Base Salary”) of at least $380,000 per year, payable not less frequently than monthly, for each year during the term of this Agreement, subject to proration for any partial year. Such Base Salary, and all other amounts payable under this Agreement, shall be subject to withholding as required by law.

B. In addition to the Base Salary, Employee shall be eligible to receive an annual bonus (the “Bonus”) for each calendar year for which services are performed under this Agreement. Any Bonus for a calendar year shall be payable in the calendar year following the calendar year for which the Bonus is earned in accordance with Employer’s regular bonus payment policies. Each year, Employee shall be given a Bonus target of not less than 100% of Base Salary, subject to proration for a partial year. The Bonus target shall be established from time to time by Employer’s Compensation Committee if Employee is a named executive officer for purposes of Employer’s annual proxy statement or is otherwise an executive officer whose compensation is determined by the Compensation Committee, or, if Employee is not so subject, then in accordance with the provisions of Employer’s then existing annual incentive plan or any similar plan made available to employees of Employer (“annual incentive plan”) in which Employee participates. Any Bonus award to Employee shall further be subject to the terms and conditions of any such applicable annual incentive plan.

C. On at least an annual basis, Employee shall receive a formal performance review and be considered for Base Salary and/or Bonus target increases.

5. Expenses. All reasonable and necessary expenses incurred by Employee in the course of the performance of Employee’s duties to Employer shall be reimbursable in accordance with Employer’s then current travel and expense policies.

6. Benefits.

A. While Employee remains in the employ of Employer, Employee shall be eligible to participate in all of the various employee benefit plans and programs, which are made available

to similarly situated officers of Employer, in accordance with the eligibility provisions and other terms and conditions of such plans and programs.

B. Notwithstanding anything contained herein to the contrary, the Base Salary and any Bonuses otherwise payable to Employee shall be reduced by any benefits paid to Employee by Employer under any disability plans made available to Employee by Employer ("Disability Plans").

7. Confidentiality. Employer and its Affiliates are engaged in the telecommunications industry within the U.S. Employee acknowledges that in the course of employment with the Employer (including prior to the Effective Date), Employee has been and will be entrusted with or obtain access to information proprietary to Employer and its Affiliates with respect to the following (all of which information is referred to hereinafter collectively as the "Information"); the organization and management of Employer and its Affiliates; the names, addresses, buying habits and other special information regarding past, present and potential customers, employees and suppliers of Employer and its Affiliates; customer and supplier contracts and transactions or price lists of Employer, its Affiliates and their suppliers; products, services, programs and processes sold, licensed or developed by Employer or its Affiliates; technical data, plans and specifications, and present and/or future development projects of Employer and its Affiliates; financial and/or marketing data respecting the conduct of the present or future phases of business of Employer and its Affiliates; computer programs, systems and/or software; ideas, inventions, trademarks, trade secrets, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of Employer and its Affiliates; and other information considered confidential by any of the Employer, its Affiliates or customers or suppliers of Employer and its Affiliates. At all times during the term of this Agreement and thereafter, Employee agrees to retain the Information in absolute confidence and not to disclose the Information to any person or organization except as required in the performance of Employee's duties for Employer, without the express written consent of Employer; provided that Employee's obligation of confidentiality shall not extend to any Information which becomes generally available to the public other than as a result of disclosure by Employee.

8. New Developments. All ideas, inventions, discoveries, concepts, trade secrets, trademarks, service marks or other developments or improvements, whether patentable or not, conceived by Employee, alone or with others, at any time during the term of Employee's employment (including prior to the Effective Date), whether or not during working hours or on Employer's premises, which are within the scope of or related to the business operations of Employer or its Affiliates ("New Developments"), shall be and remain the exclusive property of Employer. Employee agrees that any New Developments which, within one year after the termination of employment with Employer, are made, disclosed, reduced to a tangible or written form or description or are reduced to practice by Employee and which are based upon, utilize or incorporate Information shall, as between Employee and Employer, be presumed to have been made during Employee's employment by Employer. Employee further agrees that Employee will not, during the term of Employee's employment with Employer, improperly use or disclose any

proprietary information or trade secrets of any former employer or other person or entity and that Employee will not bring onto Employer premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

At all times during the term of this Agreement and thereafter, Employee shall do all things reasonably necessary to ensure ownership of such New Developments by Employer, including the execution of documents assigning and transferring to Employer all of Employee's rights, title and interest in and to such New Developments and the execution of all documents required to enable Employer to file and obtain patents, trademarks, service marks and copyrights in the United States and foreign countries on any of such New Developments.

9. Surrender of Material Upon Termination. Employee hereby agrees that upon termination of Employee's employment, for whatever reason and whether voluntary or involuntary, Employee will immediately surrender to Employer all of the property and other things of value in his possession or in the possession of any person or entity under Employee's control that are the property of Employer or any of its Affiliates, including without any limitation all personal notes, drawings, manuals, documents, photographs or the like, including copies and derivatives thereof, and e-mails and other electronic and digital information of all types regardless of where or the type of device on which such materials may be stored by Employee, relating directly or indirectly to any Information, materials or New Developments, or relating directly or indirectly to the business of Employer or any of its Affiliates.

10. Remedies.

A. Employer and Employee hereby acknowledge and agree that the services rendered by Employee to Employer, the information disclosed to Employee during and by virtue of Employee's employment (including prior to the Effective Date) and Employee's commitments and obligations to Employer and its Affiliates herein are of a special, unique and extraordinary character, and that the breach of any provision of this Agreement by Employee will cause Employer irreparable injury and damage, and consequently the Employer shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of Sections 7, 8, 9, 11 and 12 of this Agreement and to secure the enforcement of this Agreement.

B. Except as provided in Section 10.A., the parties hereto agree to submit to final and binding arbitration any dispute, claim or controversy, whether for breach of this Agreement or for violation of any of Employee's statutorily created or protected rights, arising between the parties that either party would have been otherwise entitled to file or pursue in court or before any administrative agency (herein "claim"), and each party waives all right to sue the other party.

(i) This agreement to arbitrate and any resulting arbitration award are enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). If the FAA is held not to apply for any reason, then Ohio Revised Code Chapter 2711 regarding the enforceability of arbitration agreements and awards will govern this Agreement and the arbitration award.

(ii) (a) All of a party's claims must be presented at a single arbitration hearing. Any claim not raised at the arbitration hearing is waived and released. The arbitration hearing will take place in Cincinnati, Ohio.

(b) The arbitration process will be governed by the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") except to the extent they are modified by this Agreement. In the event that any provisions of this Section 10.B. are determined by AAA to be unenforceable or impermissibly contrary to AAA rules, then this Section 10.B. shall be modified as necessary to comply with AAA requirements.

(c) Employee has had an opportunity to review the AAA rules and the requirements that Employee must pay a filing fee for which Employer has agreed to split on an equal basis.

(d) The arbitrator will be selected from a panel of arbitrators chosen by the AAA. After the filing of a Request for Arbitration, the AAA will send simultaneously to Employer and Employee an identical list of names of five persons chosen from the panel. Each party will have 10 days from the transmittal date in which to strike up to two names, number the remaining names in order of preference and return the list to the AAA.

(e) Any pre-hearing disputes will be presented to the arbitrator for expeditious, final and binding resolution.

(f) The award of the arbitrator will be in writing and will set forth each issue considered and the arbitrator's finding of fact and conclusions of law as to each such issue.

(g) If the arbitrator finds that a party has sustained its burden of proof in establishing a violation of applicable law, the arbitrator shall have the same power and authority as would a judge to grant any relief, including costs and attorney's fees, that a court could grant, consistent with applicable principles of common, decisional, and statutory law in the relevant jurisdiction. The arbitrator may assess to either party, or split, the arbitrator's fee and expenses and the cost of the transcript, if any, in accordance with the arbitrator's determination of the merits of each party's position or as principles of equity may require.

(h) Employer and Employee recognize that a primary benefit each derives from arbitration is avoiding the delay and costs normally associated with litigation. Therefore, neither party will be entitled to conduct any discovery prior to the arbitration hearing except that: (i) Employer will furnish Employee with copies of all non-privileged documents in Employee's personnel file; (ii) if the claim is for discharge, Employee will furnish Employer with records of earnings and benefits relating to Employee's subsequent employment (including self-employment) and all documents relating to Employee's efforts to obtain subsequent employment; (iii) the parties will exchange copies of all documents they intend to introduce as evidence at the arbitration hearing at least 10 days prior to such hearing; (iv) Employee will be allowed (at Employee's expense) to take the depositions, for a period not to exceed four hours each, of two representatives of Employer, and Employer will be allowed (at its expense) to

depose Employee for a period not to exceed four hours; and (v) Employer or Employee may ask the arbitrator to grant additional discovery to the extent permitted by AAA rules upon a showing that such discovery is necessary.

(i) Nothing herein will prevent either party from taking the deposition of any witness where the sole purpose for taking the deposition is to use the deposition in lieu of the witness testifying at the hearing and the witness is, in good faith, unavailable to testify in person at the hearing due to poor health, residency and employment more than 50 miles from the hearing site, conflicting travel plans or other comparable reason.

(j) Arbitration must be requested in writing no later than 6 months from the date that the party knew or should have known of the matter disputed by the claim. A party's failure to initiate arbitration within the time limits herein will be considered a waiver and release by that party with respect to any claim subject to arbitration under this Agreement.

(k) Employer and Employee consent that judgment upon the arbitration award may be entered in any federal or state court that has jurisdiction.

(1) Except as provided in Section 10.A., neither party will commence or pursue any litigation on any claim that is or was subject to arbitration under this Agreement. Nothing in this Agreement shall be construed to prevent Employee from filing or participating in a charge of discrimination filed with the EEOC or similar state or local administrative agencies. However, upon receipt of a right to sue letter or similar administrative determination, Employee's claim becomes subject to arbitration as set forth in this this Agreement.

(m) All aspects of any arbitration procedure under this Agreement, including the hearing and the record of the proceedings, are confidential and will not be open to the public, except to the extent the parties agree otherwise in writing, or as may be appropriate in any subsequent proceedings between the parties, or as may otherwise be appropriate in response to a governmental agency or legal process or as may be required to be disclosed by Employer pursuant to applicable law, rule or regulation to which Employer is subject, including requirements of the Securities and Exchange Commission and any stock exchanges on which Employer's securities are listed.

11. Covenant Not to Compete, No Interference; No Solicitation. For purposes of this Section 11 only, the term "Employer" shall mean, collectively, Employer and each of its Affiliates. At all times during the term of this Agreement and during the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not engage in any business offering services related to the current business of Employer, whether as a principal, partner, joint venture, agent, employee, salesman, consultant, director or officer, where such position would involve Employee in any business activity in competition with Employer. This restriction will be limited to the geographical area where Employer is then engaged in such competing business activity or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of Employer.

During the two-year period following termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not interfere with or adversely affect, either directly or indirectly, Employer's relationships with any person, firm, association, corporation or other entity which is known by Employee to be, or is included on any listing to which Employee had access during the course of employment, as a customer, client, supplier, consultant or employee of Employer and that Employee will not divert or change, or attempt to divert or change, any such relationship to the detriment of Employer or to the benefit of any other person, firm, association, corporation or other entity.

During the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee shall not, without the prior written consent of Employer, accept employment, as an employee, consultant or otherwise, with any company or entity which is a supplier of Employer at any time during the one-year period prior to the termination of Employee's employment with Employer.

Employee will not, during or at any time within two years after the termination of Employee's employment with Employer, induce or seek to induce any other employee of Employer to terminate his or her employment relationship with Employer.

Employee acknowledges and agrees that the covenants, restrictions, agreements and obligations set forth herein are founded upon valuable consideration and, with respect to the covenants, restrictions, agreements and obligations set forth in this Section 11, are reasonable in duration and geographic scope. The time period and geographical area set forth in this Section 11 are each divisible and separable, and, in the event that the covenants not to compete and/or not to divert business or employees contained therein are judicially held invalid or unenforceable as to such time period and/or geographical area, they will be valid and enforceable in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. Employee agrees that in the event that any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with Employer in requesting such court to construe the applicable provision by limiting or reducing it so as to be enforceable to the extent compatible with the then applicable law. Furthermore, it is agreed that any period of restriction or covenant hereinabove stated shall not include any period of violation or period of time required for litigation or arbitration to enforce such restrictions or covenants.

12. Goodwill. Subject to the provisions of Section 10.B.(ii)(l) above, during the term of this Agreement and thereafter, Employee will not disparage Employer or any of its Affiliates in any way which could adversely affect the goodwill, reputation and business relationships of Employer or any of its Affiliates with the public generally, or with any of their customers, suppliers or employees, and Employer will not disparage Employee. Employee understands and agrees that Employer shall be entitled to make any such public disclosures as are required by applicable law, rule or regulation regarding Employee, including termination of Employee's employment with Employer, and that any public disclosures so made by Employer and other

statements materially consistent with such public disclosures shall not be restricted in any manner by this Section 12.

13. Termination.

A. (i) To the extent permitted by law, Employer or Employee may terminate this Agreement (and Employee's employment hereunder) upon Employee's failure or inability to perform the services required hereunder, because of any physical or mental infirmity for which Employee receives disability benefits under any Disability Plans, over a period of one hundred twenty consecutive working days during any twelve consecutive month period (a "Terminating Disability").

(ii) If Employer or Employee elects to terminate this Agreement in the event of a Terminating Disability, such termination shall be effective immediately upon the giving of written notice by the terminating party to the other.

(iii) Upon termination of this Agreement on account of Terminating Disability, Employer shall pay Employee only Employee's any accrued but unpaid Base Salary to the date of termination, any accrued but unused vacation to the date of termination, any accrued and earned Bonus for the year prior to the year of the termination and any earned and vested benefits under any Employer benefit plan to the date of termination (the "Accrued Compensation") (subject to offset for any amounts received pursuant to the Disability Plans). In the event of a Terminating Disability, Employer also shall provide Employee with disability benefits and all other benefits according to the provisions of the applicable Disability Plans and any other Employer plans in which Employee is then participating.

(iv) If the parties elect not to terminate this Agreement upon an event of a Terminating Disability and Employee returns to active employment with Employer prior to such a termination, or if such disability exists for less than one hundred twenty consecutive working days, the provisions of this Agreement shall remain in full force and effect.

B. This Agreement (and Employee's employment hereunder) terminates immediately and automatically on the death of Employee, provided, however, that Employee's estate shall be paid only Employee's Accrued Compensation as of the date of death.

C. Employer may terminate this Agreement immediately, upon written notice to Employee, for Cause. For purposes of this Agreement, Employer shall have "Cause" to terminate this Agreement only if Employer's Board of Directors reasonably determines in good faith that any one or more of the following has occurred: (a) conviction of any crime (whether or not a felony) involving dishonesty, fraud, embezzlement, or similar crime of moral turpitude; (b) conviction of a felony (other than a traffic violation); (c) acts constituting fraud or willful misconduct as an employee of the Employer or its Affiliates, including but not limited to misappropriation or embezzlement in the performance of duties as an employee of the Employer or its Affiliates; (d) the willful and continued material failure or refusal of Employee to perform any of his or her duties to the Employer of its Affiliates (other than any such failure resulting

from Employee's incapacity due to physical or mental illness) which is reasonably likely to result in material harm to the Employer of its Affiliates; (e) Employee's material violation or breach of the this Agreement, any restrictive covenants under this Agreement or any other restrictive covenant provision the Employee is bound by in any agreement between Employee and the Employer or its Affiliates (f) Employee's material violation or breach of the documented code of ethics, code of conduct or similar document of the Employer or its Affiliates which has been timely provided to, and acknowledged by, Employee; or (g) willfully or grossly negligently engaging in conduct materially injurious to the Employer or its Affiliates. Upon termination for Cause, Employee shall be entitled to receive only Employee's Accrued Compensation to the date of termination.

D. Employer may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employee for any reason other than those set forth in Sections 13.A., B. and C. Notwithstanding the foregoing, Employer may not terminate this Agreement (and Employee's employment hereunder) under this Section 13.D within one year after the Effective Date (the "Protected Period"), provided that the Employer may place the Employee on garden leave during the Protected Period, reducing or eliminating his or her responsibilities during such Protected Period, and will be entitled to terminate the Employee pursuant to this Section 13.D upon expiration of the Protected Period. In addition, Employee may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employer, as a result of a Constructive Termination. In the event of a termination of this Agreement (and Employee's employment hereunder) by Employer, or by Employee as a result of a Constructive Termination, under this Section 13.D., in addition to the Accrued Compensation:

(i) Employer shall pay Employee in a lump sum cash payment an amount equal to two times the Employee's annual Base Salary rate in effect at the time of the termination of this Agreement within sixty (60) days following Employee's termination of employment with Employer; and

(ii) subject to Employee timely and properly electing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Employer shall provide Employee access to continued medical, dental, and vision coverage for a period of up to eighteen (18) months beginning the first day of the calendar month following Executive's termination of employment and ending on the first to occur of the last day of the eighteenth (18th) month, the date Executive ceases to be eligible for COBRA or the date Executive, his spouse and eligible dependents become eligible to be covered under another employer's medical, dental and vision plans, whichever is sooner(with the cost of such coverage to Employee equal to the active employee rate for the coverage plus applicable tax withholdings on the difference between the full COBRA premium for the coverage and the active employee rate), provided that, if the Employer determines in its sole discretion that it cannot provide the foregoing subsidy of COBRA coverage without potentially violating or causing the Employer to incur additional expense as a result of noncompliance with applicable law (including, without limitation, Section

2716 of the Public Health Service Act), the Employer instead will pay Employee a taxable lump sum payment in an amount equal to the monthly COBRA premium (or an equivalent monthly payment in the event the Employee is no longer eligible for COBRA) that Employee would be required to pay to continue the group health coverage in effect on the date of Employee's termination of employment for eighteen (18) months for Employee and Employee's eligible dependents pursuant to the Employer's health insurance plans in which Employee or Employee's eligible dependents participated as of the day of Executive's termination (which amount shall be based on the premium for the first month of COBRA coverage).

E. Employee may resign upon 60 days' prior written notice to Employer. In the event of a resignation under this Section 13.E. this Agreement (and Employee's employment hereunder) shall terminate and Employee shall be entitled to receive only any Accrued Compensation. Should Employee resign, Employer may adjust Employee's authority, reporting relationship, or responsibilities at any time during the 60-day notice period and any such adjustment shall not constitute a Constructive Termination under this Agreement.

F. Upon termination of this Agreement (and Employee's employment hereunder) as a result of an event of termination described in this Section 13 and except for Employer's payment of the required payments under this Section 13 (including any Accrued Compensation), all further compensation under this Agreement shall terminate. Employee further agrees that in order to be entitled to receive any payments under this Section 13 (other than any Accrued Compensation), upon the request of Employer, Employee will execute and not revoke a release of claims against Employer in the Employer standard form, which release shall contain customary and appropriate terms and conditions as determined in good faith by Employer. Such release must be executed and non-revocable within 60 days of Employee's termination of employment provided, however, if such 60-day period commences in one calendar year and ends in the following calendar year, payment of a any amounts under this Section 13 (other than any Accrued Compensation) shall not commence until the first payroll date in the second calendar year. Employee's rights with respect to any award granted under the "2021 LTIP" (as defined below) or the "CBTS Sale Bonus Agreement" (as defined below) shall be determined pursuant to the terms of the applicable plan.

G. The termination of this Agreement (and Employee's employment hereunder) shall not amend, alter or modify the rights and obligations of the parties under Sections 7, 8, 9, 10, 11,12 and 13 hereof, the terms of which shall survive the termination of this Agreement for any reason whatsoever.

H. For purposes of this Section 13, "Constructive Termination" shall be deemed to have occurred if, without Employee's consent, there is a material reduction by Employer in Employee's authority, reporting relationship or responsibilities, there is a reduction by Employer in Employee's Base Salary or Bonus target or Employee is required by Employer to relocate from the Greater Cincinnati, Ohio Area by 50 or more miles. In no event will a Constructive Termination be deemed to occur under this Agreement unless (i) the Employee notifies the

Employer in writing of the occurrence of any event that constitutes a Constructive Termination within sixty (60) days of the occurrence of such event, (ii) the Employer does not cure such circumstances within thirty (30) days of receipt of such notice and (iii) the Employee terminates his or her employment within thirty (30) days of such failure to cure. Notwithstanding anything in this Agreement to the contrary, Employee acknowledges and agrees that no reduction in authority, reporting relationship or responsibilities in connection with the transactions contemplated by the Merger Agreement will provide a basis for a Constructive Termination.

I. Notwithstanding any other provision in this Agreement, in the event that it is determined (by the reasonable computation of an independent nationally recognized certified public accounting firm that shall be selected by Employer (the "Accountant")) that the aggregate amount of the payments, distributions, benefits and entitlements of any type payable by Employer or any affiliate to or for the benefit of Employee (including any payment, distribution, benefit or entitlement made by any person or entity effecting a Change in Control (as defined in the 2021 LTIP)), in each case, that could be considered "parachute payments" within the meaning of Section 280G of the Code (such payments, the "Parachute Payments") that, but for this Section 13.I. would be payable to Employee, exceeds the greatest amount of Parachute Payments that could be paid to Employee without giving rise to any liability for any excise tax imposed by Code Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest or penalties, collectively referred to as the "Excise Tax"), then the aggregate amount of Parachute Payments payable to Employee shall not exceed the amount which produces the greatest after-tax benefit to Employee after taking into account any Excise Tax to be payable by Employee. For the avoidance of doubt, this provision shall reduce the amount of Parachute Payments otherwise payable to Employee, if doing so would place Employee in a more favorable net after-tax economic position as compared with not reducing the amount of Parachute Payments (taking into account the Excise Tax payable in respect of such Parachute Payments). Any reduction under this Section 280G shall be applied against the payment to be made under Section 13.D.(i).

14. Code Section 409A.

A. This Agreement is intended to comply with Code Section 409A or an exemption thereunder and shall be construed and administered in accordance with Code Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Code Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Code Section 409A as separation pay, as a short-term deferral, or under any other applicable exclusion shall be excluded from Code Section 409A to the maximum extent possible. For purposes of Code Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Code Section 409A. To the extent any reimbursements or in-kind benefits due Employee under this

Agreement constitutes "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Notwithstanding the foregoing, Employer makes no representations that the payments and benefits provided under this Agreement comply with, or are exempt from compliance from, Code Section 409A and in no event shall Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Code Section 409A.

B. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to Employee in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Code Section 409A and Employee is determined to be a "specified employee" as defined in Code Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until a date that is within five days following (and not before) the six-month anniversary of the date of Employee's termination of employment (the "Specified Employee Payment Date") to the extent required by Code Section 409A. The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Employee in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

15. Assignment. As this is an agreement for personal services involving a relation of confidence and a trust between Employer and Employee, all rights and duties of Employee arising under this Agreement, and the Agreement itself, are non-assignable by Employee.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally or by certified mail to Employee at Employee's place of residence as then recorded on the books of Employer or to Employer at its principal office.

17. Waiver. No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and signed by Employee and an authorized executive officer of Employer. The waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

18. Governing Law. This agreement shall be governed by the laws of the State of Ohio and, to the extent applicable, federal law.

19. Entire Agreement. This Agreement contains the entire agreement of the parties respect to its subject matter and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written, between Employee and Employer, including, without limitation the 2021 Employment Agreement. There are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement other than awards to be granted under the Red Fiber Holdings, LLC Long-Term Incentive Plan ("2021 LTIP") or a Red Fiber Holdings, LLC Business Value Award Agreement ("CBTS Sale Bonus Agreement"). For the avoidance of

doubt, nothing herein affects any of the parties' rights or obligations under the Merger Agreement or any agreements entered into in connection therewith. Employee acknowledges and agrees that Employee has not relied on any oral or written promises or representations other than those explicitly stated in this Agreement. Notwithstanding anything in this Section 19 to the contrary, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2021 Employment Agreement shall remain in full force and effect.

20. Severability. In case anyone or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

21. Successors and Assigns. Subject to the requirements of Paragraph 14 above, this Agreement shall be binding upon Employee, Employer and Employer's successors and assigns.

22. Confidentiality of Agreement Terms. The terms of this Agreement shall be held in strict confidence by Employee and shall not be disclosed by Employee to anyone other than Employee's spouse, Employee's legal counsel and Employee's other advisors, unless required by law. Further, except as provided in the preceding sentence, Employee shall not reveal the existence of this Agreement or discuss its terms with any person (including but not limited to any employee of Employer or its Affiliates) without the express authorization of the President of Employer, provided that Employee shall advise any prospective new employer of the existence of Employee's non-competition, confidentiality and similar obligations under this Agreement. To the extent that the terms of this Agreement have been disclosed by Employer, in a public filing or otherwise, the confidentiality requirements of this Section 22 shall no longer apply to such terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day and year first above written.

CINCINNATI BELL INC.		**EMPLOYEE**	
By:	/s/ Leigh R. Fox Leigh R. Fox	/s/ Joshua T. Duckworth Joshua T. Duckworth	
Title:	President and CEO		
Date:	December 1, 2021	Date:	December 1, 2021

Exhibit 10.33

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement") is made as of the Effective Date between Cincinnati Bell Inc. ("Employer") and Christi H. Cornette ("Employee"). For purposes of this Agreement, the "Effective Date" means the closing date under the Merger Agreement (as defined below).

WHEREAS, the Employee is employed as the Chief Culture Officer of the Employer;

WHEREAS, the Employee is a party to an employment agreement with Employer, dated December 1, 2017 (the "2017 Employment Agreement")];

WHEREAS, the Employer entered into an Agreement and Plan of Merger, dated March 13, 2020, by and between the Employer, Red Fiber Parent LLC, a Delaware limited liability company ("Parent"), and Parent's direct wholly-owned subsidiary RF Merger Sub Inc., an Ohio corporation (the "Merger Agreement");

WHEREAS, the parties to the Merger Agreement and the Employee desire to amend and restate the 2017 Employment Agreement in accordance with the terms set forth herein.

NOW THEREFORE, Employer and Employee agree as follows:

1. Employment. By this Agreement, Employer and Employee set forth the terms of Employer's employment of Employee on and after the Effective Date. Any prior agreements or understandings with respect to Employee's employment by Employer, including the 2017 Employment Agreement, are canceled as of the Effective Date. Notwithstanding the foregoing, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2017 Employment Agreement shall remain in full force and effect.

2. Term of Agreement. The term of this Agreement initially shall be the one-year period commencing on the Effective Date. On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of this Agreement automatically shall be extended for a period of one additional year. Notwithstanding the foregoing, the term of this Agreement is subject to termination as provided in Section 13.

3. Duties.

A. Employee will serve as Chief Culture Officer for Cincinnati Bell Inc. or in such other equivalent capacity as may be designated by Employer's Chief Executive Officer. Employee will report to the Employer's Chief Executive Officer.

B. Employee shall furnish such managerial, executive, financial, technical and other skills, advice, and assistance in operating Employer and its Affiliates as Employer may reasonably request. For purposes of this Agreement, "Affiliate" means each corporation or

organization that is deemed to be a single employer with Employer under Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended (the "Code") (i.e., as part of a controlled group of corporations that includes Employer or under common control with Employer).

C. Employee shall also perform such other duties, consistent with the provisions of Section 3.A., as are reasonably assigned to Employee by the Employer's Chief Executive Officer.

D. Employee shall devote Employee's entire time, attention and energies to the business of Employer and its Affiliates. The words "entire time, attention and energies" are intended to mean that Employee shall devote Employee's full effort during reasonable working hours to the business of Employer and its Affiliates and shall devote at least 40 hours per week to the business of Employer and its Affiliates. Employee shall travel to such places as are necessary in the performance of Employee's duties.

4. Compensation.

A. Employee shall receive a base salary (the "Base Salary") of at least $391,400 per year, payable not less frequently than monthly, for each year during the term of this Agreement, subject to proration for any partial year. Such Base Salary, and all other amounts payable under this Agreement, shall be subject to withholding as required by law.

B. In addition to the Base Salary, Employee shall be eligible to receive an annual bonus (the "Bonus") for each calendar year for which services are performed under this Agreement. Any Bonus for a calendar year shall be payable in the calendar year following the calendar year for which the Bonus is earned in accordance with Employer's regular bonus payment policies. Each year, Employee shall be given a Bonus target of not less than 100% of Base Salary, subject to proration for a partial year. The Bonus target shall be established from time to time by Employer's Compensation Committee if Employee is a named executive officer for purposes of Employer's annual proxy statement or is otherwise an executive officer whose compensation is determined by the Compensation Committee, or, if Employee is not so subject, then in accordance with the provisions of Employer's then existing annual incentive plan or any similar plan made available to employees of Employer ("annual incentive plan") in which Employee participates. Any Bonus award to Employee shall further be subject to the terms and conditions of any such applicable annual incentive plan.

C. On at least an annual basis, Employee shall receive a formal performance review and be considered for Base Salary and/or Bonus target increases.

5. Expenses. All reasonable and necessary expenses incurred by Employee in the course of the performance of Employee's duties to Employer shall be reimbursable in accordance with Employer's then current travel and expense policies.

6. Benefits.

A. While Employee remains in the employ of Employer, Employee shall be eligible to participate in all of the various employee benefit plans and programs, which are made available to similarly situated officers of Employer, in accordance with the eligibility provisions and other terms and conditions of such plans and programs.

B. Notwithstanding anything contained herein to the contrary, the Base Salary and any Bonuses otherwise payable to Employee shall be reduced by any benefits paid to Employee by Employer under any disability plans made available to Employee by Employer ("Disability Plans").

7. Confidentiality. Employer and its Affiliates are engaged in the telecommunications industry within the U.S. Employee acknowledges that in the course of employment with the Employer (including prior to the Effective Date), Employee has been and will be entrusted with or obtain access to information proprietary to Employer and its Affiliates with respect to the following (all of which information is referred to hereinafter collectively as the "Information"); the organization and management of Employer and its Affiliates; the names, addresses, buying habits and other special information regarding past, present and potential customers, employees and suppliers of Employer and its Affiliates; customer and supplier contracts and transactions or price lists of Employer, its Affiliates and their suppliers; products, services, programs and processes sold, licensed or developed by Employer or its Affiliates; technical data, plans and specifications, and present and/or future development projects of Employer and its Affiliates; financial and/or marketing data respecting the conduct of the present or future phases of business of Employer and its Affiliates; computer programs, systems and/or software; ideas, inventions, trademarks, trade secrets, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of Employer and its Affiliates; and other information considered confidential by any of the Employer, its Affiliates or customers or suppliers of Employer and its Affiliates. At all times during the term of this Agreement and thereafter, Employee agrees to retain the Information in absolute confidence and not to disclose the Information to any person or organization except as required in the performance of Employee's duties for Employer, without the express written consent of Employer; provided that Employee's obligation of confidentiality shall not extend to any Information which becomes generally available to the public other than as a result of disclosure by Employee.

8. New Developments. All ideas, inventions, discoveries, concepts, trade secrets, trademarks, service marks or other developments or improvements, whether patentable or not, conceived by Employee, alone or with others, at any time during the term of Employee's employment (including prior to the Effective Date), whether or not during working hours or on Employer's premises, which are within the scope of or related to the business operations of Employer or its Affiliates ("New Developments"), shall be and remain the exclusive property of Employer. Employee agrees that any New Developments which, within one year after the termination of employment with Employer, are made, disclosed, reduced to a tangible or written form or description or are reduced to practice by Employee and which are based upon, utilize or

incorporate Information shall, as between Employee and Employer, be presumed to have been made during Employee's employment by Employer. Employee further agrees that Employee will not, during the term of Employee's employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that Employee will not bring onto Employer premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

At all times during the term of this Agreement and thereafter, Employee shall do all things reasonably necessary to ensure ownership of such New Developments by Employer, including the execution of documents assigning and transferring to Employer all of Employee's rights, title and interest in and to such New Developments and the execution of all documents required to enable Employer to file and obtain patents, trademarks, service marks and copyrights in the United States and foreign countries on any of such New Developments.

9. Surrender of Material Upon Termination. Employee hereby agrees that upon termination of Employee's employment, for whatever reason and whether voluntary or involuntary, Employee will immediately surrender to Employer all of the property and other things of value in his possession or in the possession of any person or entity under Employee's control that are the property of Employer or any of its Affiliates, including without any limitation all personal notes, drawings, manuals, documents, photographs or the like, including copies and derivatives thereof, and e-mails and other electronic and digital information of all types regardless of where or the type of device on which such materials may be stored by Employee, relating directly or indirectly to any Information, materials or New Developments, or relating directly or indirectly to the business of Employer or any of its Affiliates.

10. Remedies.

A. Employer and Employee hereby acknowledge and agree that the services rendered by Employee to Employer, the information disclosed to Employee during and by virtue of Employee's employment (including prior to the Effective Date) and Employee's commitments and obligations to Employer and its Affiliates herein are of a special, unique and extraordinary character, and that the breach of any provision of this Agreement by Employee will cause Employer irreparable injury and damage, and consequently the Employer shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of Sections 7, 8, 9, 11 and 12 of this Agreement and to secure the enforcement of this Agreement.

B. Except as provided in Section 10.A., the parties hereto agree to submit to final and binding arbitration any dispute, claim or controversy, whether for breach of this Agreement or for violation of any of Employee's statutorily created or protected rights, arising between the parties that either party would have been otherwise entitled to file or pursue in court or before any administrative agency (herein "claim"), and each party waives all right to sue the other party.

(i) This agreement to arbitrate and any resulting arbitration award are enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). If the

FAA is held not to apply for any reason, then Ohio Revised Code Chapter 2711 regarding the enforceability of arbitration agreements and awards will govern this Agreement and the arbitration award.

(ii) (a) All of a party's claims must be presented at a single arbitration hearing. Any claim not raised at the arbitration hearing is waived and released. The arbitration hearing will take place in Cincinnati, Ohio.

(b) The arbitration process will be governed by the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") except to the extent they are modified by this Agreement. In the event that any provisions of this Section 10.B. are determined by AAA to be unenforceable or impermissibly contrary to AAA rules, then this Section 10.B. shall be modified as necessary to comply with AAA requirements.

(c) Employee has had an opportunity to review the AAA rules and the requirements that Employee must pay a filing fee for which Employer has agreed to split on an equal basis.

(d) The arbitrator will be selected from a panel of arbitrators chosen by the AAA. After the filing of a Request for Arbitration, the AAA will send simultaneously to Employer and Employee an identical list of names of five persons chosen from the panel. Each party will have 10 days from the transmittal date in which to strike up to two names, number the remaining names in order of preference and return the list to the AAA.

(e) Any pre-hearing disputes will be presented to the arbitrator for expeditious, final and binding resolution.

(f) The award of the arbitrator will be in writing and will set forth each issue considered and the arbitrator's finding of fact and conclusions of law as to each such issue.

(g) If the arbitrator finds that a party has sustained its burden of proof in establishing a violation of applicable law, the arbitrator shall have the same power and authority as would a judge to grant any relief, including costs and attorney's fees, that a court could grant, consistent with applicable principles of common, decisional, and statutory law in the relevant jurisdiction. The arbitrator may assess to either party, or split, the arbitrator's fee and expenses and the cost of the transcript, if any, in accordance with the arbitrator's determination of the merits of each party's position or as principles of equity may require.

(h) Employer and Employee recognize that a primary benefit each derives from arbitration is avoiding the delay and costs normally associated with litigation. Therefore, neither party will be entitled to conduct any discovery prior to the arbitration hearing except that: (i) Employer will furnish Employee with copies of all non-privileged documents in Employee's personnel file; (ii) if the claim is for discharge, Employee will furnish Employer with records of earnings and benefits relating to Employee's subsequent employment (including self-employment) and all documents relating to Employee's efforts to obtain subsequent employment; (iii) the parties will exchange copies of all documents they intend to introduce as

evidence at the arbitration hearing at least 10 days prior to such hearing; (iv) Employee will be allowed (at Employee's expense) to take the depositions, for a period not to exceed four hours each, of two representatives of Employer, and Employer will be allowed (at its expense) to depose Employee for a period not to exceed four hours; and (v) Employer or Employee may ask the arbitrator to grant additional discovery to the extent permitted by AAA rules upon a showing that such discovery is necessary.

(i) Nothing herein will prevent either party from taking the deposition of any witness where the sole purpose for taking the deposition is to use the deposition in lieu of the witness testifying at the hearing and the witness is, in good faith, unavailable to testify in person at the hearing due to poor health, residency and employment more than 50 miles from the hearing site, conflicting travel plans or other comparable reason.

(j) Arbitration must be requested in writing no later than 6 months from the date that the party knew or should have known of the matter disputed by the claim. A party's failure to initiate arbitration within the time limits herein will be considered a waiver and release by that party with respect to any claim subject to arbitration under this Agreement.

(k) Employer and Employee consent that judgment upon the arbitration award may be entered in any federal or state court that has jurisdiction.

(1) Except as provided in Section 10.A., neither party will commence or pursue any litigation on any claim that is or was subject to arbitration under this Agreement. Nothing in this Agreement shall be construed to prevent Employee from filing or participating in a charge of discrimination filed with the EEOC or similar state or local administrative agencies. However, upon receipt of a right to sue letter or similar administrative determination, Employee's claim becomes subject to arbitration as set forth in this this Agreement.

(m) All aspects of any arbitration procedure under this Agreement, including the hearing and the record of the proceedings, are confidential and will not be open to the public, except to the extent the parties agree otherwise in writing, or as may be appropriate in any subsequent proceedings between the parties, or as may otherwise be appropriate in response to a governmental agency or legal process or as may be required to be disclosed by Employer pursuant to applicable law, rule or regulation to which Employer is subject, including requirements of the Securities and Exchange Commission and any stock exchanges on which Employer's securities are listed.

11. Covenant Not to Compete, No Interference; No Solicitation. For purposes of this Section 11 only, the term "Employer" shall mean, collectively, Employer and each of its Affiliates. At all times during the term of this Agreement and during the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not engage in any business offering services related to the current business of Employer, whether as a principal, partner, joint venture, agent, employee, salesman, consultant, director or officer, where such position would involve Employee in any business activity in competition with Employer.

This restriction will be limited to the geographical area where Employer is then engaged in such competing business activity or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of Employer.

During the two-year period following termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not interfere with or adversely affect, either directly or indirectly, Employer's relationships with any person, firm, association, corporation or other entity which is known by Employee to be, or is included on any listing to which Employee had access during the course of employment, as a customer, client, supplier, consultant or employee of Employer and that Employee will not divert or change, or attempt to divert or change, any such relationship to the detriment of Employer or to the benefit of any other person, firm, association, corporation or other entity.

During the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee shall not, without the prior written consent of Employer, accept employment, as an employee, consultant or otherwise, with any company or entity which is a supplier of Employer at any time during the one-year period prior to the termination of Employee's employment with Employer.

Employee will not, during or at any time within two years after the termination of Employee's employment with Employer, induce or seek to induce any other employee of Employer to terminate his or her employment relationship with Employer.

Employee acknowledges and agrees that the covenants, restrictions, agreements and obligations set forth herein are founded upon valuable consideration and, with respect to the covenants, restrictions, agreements and obligations set forth in this Section 11, are reasonable in duration and geographic scope. The time period and geographical area set forth in this Section 11 are each divisible and separable, and, in the event that the covenants not to compete and/or not to divert business or employees contained therein are judicially held invalid or unenforceable as to such time period and/or geographical area, they will be valid and enforceable in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. Employee agrees that in the event that any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with Employer in requesting such court to construe the applicable provision by limiting or reducing it so as to be enforceable to the extent compatible with the then applicable law. Furthermore, it is agreed that any period of restriction or covenant hereinabove stated shall not include any period of violation or period of time required for litigation or arbitration to enforce such restrictions or covenants.

12. Goodwill. Subject to the provisions of Section 10.B.(ii)(l) above, during the term of this Agreement and thereafter, Employee will not disparage Employer or any of its Affiliates in any way which could adversely affect the goodwill, reputation and business relationships of Employer or any of its Affiliates with the public generally, or with any of their customers,

suppliers or employees, and Employer will not disparage Employee. Employee understands and agrees that Employer shall be entitled to make any such public disclosures as are required by applicable law, rule or regulation regarding Employee, including termination of Employee's employment with Employer, and that any public disclosures so made by Employer and other statements materially consistent with such public disclosures shall not be restricted in any manner by this Section 12.

13. Termination.

A. (i) To the extent permitted by law, Employer or Employee may terminate this Agreement (and Employee's employment hereunder) upon Employee's failure or inability to perform the services required hereunder, because of any physical or mental infirmity for which Employee receives disability benefits under any Disability Plans, over a period of one hundred twenty consecutive working days during any twelve consecutive month period (a "Terminating Disability").

(ii) If Employer or Employee elects to terminate this Agreement in the event of a Terminating Disability, such termination shall be effective immediately upon the giving of written notice by the terminating party to the other.

(iii) Upon termination of this Agreement on account of Terminating Disability, Employer shall pay Employee only Employee's any accrued but unpaid Base Salary to the date of termination, any accrued but unused vacation to the date of termination, any accrued and earned Bonus for the year prior to the year of the termination and any earned and vested benefits under any Employer benefit plan to the date of termination (the "Accrued Compensation") (subject to offset for any amounts received pursuant to the Disability Plans). In the event of a Terminating Disability, Employer also shall provide Employee with disability benefits and all other benefits according to the provisions of the applicable Disability Plans and any other Employer plans in which Employee is then participating.

(iv) If the parties elect not to terminate this Agreement upon an event of a Terminating Disability and Employee returns to active employment with Employer prior to such a termination, or if such disability exists for less than one hundred twenty consecutive working days, the provisions of this Agreement shall remain in full force and effect.

B. This Agreement (and Employee's employment hereunder) terminates immediately and automatically on the death of Employee, provided, however, that Employee's estate shall be paid only Employee's Accrued Compensation as of the date of death.

C. Employer may terminate this Agreement immediately, upon written notice to Employee, for Cause. For purposes of this Agreement, Employer shall have "Cause" to terminate this Agreement only if Employer's Board of Directors reasonably determines in good faith that any one or more of the following has occurred: (a) conviction of any crime (whether or not a felony) involving dishonesty, fraud, embezzlement, or similar crime of moral turpitude; (b) conviction of a felony (other than a traffic violation); (c) acts constituting fraud or willful

misconduct as an employee of the Employer or its Affiliates, including but not limited to misappropriation or embezzlement in the performance of duties as an employee of the Employer or its Affiliates; (d) the willful and continued material failure or refusal of Employee to perform any of his or her duties to the Employer of its Affiliates (other than any such failure resulting from Employee's incapacity due to physical or mental illness) which is reasonably likely to result in material harm to the Employer of its Affiliates; (e) Employee's material violation or breach of the this Agreement, any restrictive covenants under this Agreement or any other restrictive covenant provision the Employee is bound by in any agreement between Employee and the Employer or its Affiliates (f) Employee's material violation or breach of the documented code of ethics, code of conduct or similar document of the Employer or its Affiliates which has been timely provided to, and acknowledged by, Employee; or (g) willfully or grossly negligently engaging in conduct materially injurious to the Employer or its Affiliates. Upon termination for Cause, Employee shall be entitled to receive only Employee's Accrued Compensation to the date of termination.

D. Employer may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employee for any reason other than those set forth in Sections 13.A., B. and C. Notwithstanding the foregoing, Employer may not terminate this Agreement (and Employee's employment hereunder) under this Section 13.D within one year after the Effective Date (the "Protected Period"), provided that the Employer may place the Employee on garden leave during the Protected Period, reducing or eliminating his or her responsibilities during such Protected Period, and will be entitled to terminate the Employee pursuant to this Section 13.D upon expiration of the Protected Period. In addition, Employee may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employer, as a result of a Constructive Termination. In the event of a termination of this Agreement (and Employee's employment hereunder) by Employer, or by Employee as a result of a Constructive Termination, under this Section 13.D., in addition to the Accrued Compensation:

(i) Employer shall pay Employee in a lump sum cash payment an amount equal to two times the Employee's annual Base Salary rate in effect at the time of the termination of this Agreement within sixty (60) days following Employee's termination of employment with Employer; and

(ii) subject to Employee timely and properly electing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Employer shall provide Employee access to continued medical, dental, and vision coverage for a period of up to eighteen (18) months beginning the first day of the calendar month following Executive's termination of employment and ending on the first to occur of the last day of the eighteenth (18th) month, the date Executive ceases to be eligible for COBRA or the date Executive, his spouse and eligible dependents become eligible to be covered under another employer's medical, dental and vision plans, whichever is sooner(with the cost of such coverage to Employee equal to the active employee rate for the coverage plus applicable tax withholdings on the difference between the

full COBRA premium for the coverage and the active employee rate), provided that, if the Employer determines in its sole discretion that it cannot provide the foregoing subsidy of COBRA coverage without potentially violating or causing the Employer to incur additional expense as a result of noncompliance with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Employer instead will pay Employee a taxable lump sum payment in an amount equal to the monthly COBRA premium (or an equivalent monthly payment in the event the Employee is no longer eligible for COBRA) that Employee would be required to pay to continue the group health coverage in effect on the date of Employee's termination of employment for eighteen (18) months for Employee and Employee's eligible dependents pursuant to the Employer's health insurance plans in which Employee or Employee's eligible dependents participated as of the day of Executive's termination (which amount shall be based on the premium for the first month of COBRA coverage).

E. Employee may resign upon 60 days' prior written notice to Employer. In the event of a resignation under this Section 13.E. this Agreement (and Employee's employment hereunder) shall terminate and Employee shall be entitled to receive only any Accrued Compensation. Should Employee resign, Employer may adjust Employee's authority, reporting relationship, or responsibilities at any time during the 60-day notice period and any such adjustment shall not constitute a Constructive Termination under this Agreement.

F. Upon termination of this Agreement (and Employee's employment hereunder) as a result of an event of termination described in this Section 13 and except for Employer's payment of the required payments under this Section 13 (including any Accrued Compensation), all further compensation under this Agreement shall terminate. Employee further agrees that in order to be entitled to receive any payments under this Section 13 (other than any Accrued Compensation), upon the request of Employer, Employee will execute and not revoke a release of claims against Employer in the Employer standard form, which release shall contain customary and appropriate terms and conditions as determined in good faith by Employer. Such release must be executed and non-revocable within 60 days of Employee's termination of employment provided, however, if such 60-day period commences in one calendar year and ends in the following calendar year, payment of a any amounts under this Section 13 (other than any Accrued Compensation) shall not commence until the first payroll date in the second calendar year. Employee's rights with respect to any award granted under the "2021 LTIP" (as defined below) or the "CBTS Sale Bonus Agreement" (as defined below) shall be determined pursuant to the terms of the applicable plan.

G. The termination of this Agreement (and Employee's employment hereunder) shall not amend, alter or modify the rights and obligations of the parties under Sections 7, 8, 9, 10, 11,12 and 13 hereof, the terms of which shall survive the termination of this Agreement for any reason whatsoever.

H. For purposes of this Section 13, "Constructive Termination" shall be deemed to have occurred if, without Employee's consent, there is a material reduction by Employer in

Employee's authority, reporting relationship or responsibilities, there is a reduction by Employer in Employee's Base Salary or Bonus target or Employee is required by Employer to relocate from the Greater Cincinnati, Ohio Area by 50 or more miles. In no event will a Constructive Termination be deemed to occur under this Agreement unless (i) the Employee notifies the Employer in writing of the occurrence of any event that constitutes a Constructive Termination within sixty (60) days of the occurrence of such event, (ii) the Employer does not cure such circumstances within thirty (30) days of receipt of such notice and (iii) the Employee terminates his or her employment within thirty (30) days of such failure to cure. Notwithstanding anything in this Agreement to the contrary, Employee acknowledges and agrees that no reduction in authority, reporting relationship or responsibilities in connection with the transactions contemplated by the Merger Agreement will provide a basis for a Constructive Termination.

I. Notwithstanding any other provision in this Agreement, in the event that it is determined (by the reasonable computation of an independent nationally recognized certified public accounting firm that shall be selected by Employer (the "Accountant")) that the aggregate amount of the payments, distributions, benefits and entitlements of any type payable by Employer or any affiliate to or for the benefit of Employee (including any payment, distribution, benefit or entitlement made by any person or entity effecting a Change in Control (as defined in the 2021 LTIP)), in each case, that could be considered "parachute payments" within the meaning of Section 280G of the Code (such payments, the "Parachute Payments") that, but for this Section 13.I. would be payable to Employee, exceeds the greatest amount of Parachute Payments that could be paid to Employee without giving rise to any liability for any excise tax imposed by Code Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest or penalties, collectively referred to as the "Excise Tax"), then the aggregate amount of Parachute Payments payable to Employee shall not exceed the amount which produces the greatest after-tax benefit to Employee after taking into account any Excise Tax to be payable by Employee. For the avoidance of doubt, this provision shall reduce the amount of Parachute Payments otherwise payable to Employee, if doing so would place Employee in a more favorable net after-tax economic position as compared with not reducing the amount of Parachute Payments (taking into account the Excise Tax payable in respect of such Parachute Payments). Any reduction under this Section 280G shall be applied against the payment to be made under Section 13.D.(i).

14. Code Section 409A.

A. This Agreement is intended to comply with Code Section 409A or an exemption thereunder and shall be construed and administered in accordance with Code Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Code Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Code Section 409A as separation pay, as a short-term deferral, or under any other applicable exclusion shall be excluded from Code Section 409A to the maximum extent possible.

For purposes of Code Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Code Section 409A. To the extent any reimbursements or in-kind benefits due Employee under this Agreement constitutes "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Notwithstanding the foregoing, Employer makes no representations that the payments and benefits provided under this Agreement comply with, or are exempt from compliance from, Code Section 409A and in no event shall Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Code Section 409A.

B. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to Employee in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Code Section 409A and Employee is determined to be a "specified employee" as defined in Code Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until a date that is within five days following (and not before) the six-month anniversary of the date of Employee's termination of employment (the "Specified Employee Payment Date") to the extent required by Code Section 409A. The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Employee in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

15. Assignment. As this is an agreement for personal services involving a relation of confidence and a trust between Employer and Employee, all rights and duties of Employee arising under this Agreement, and the Agreement itself, are non-assignable by Employee.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally or by certified mail to Employee at Employee's place of residence as then recorded on the books of Employer or to Employer at its principal office.

17. Waiver. No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and signed by Employee and an authorized executive officer of Employer. The waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

18. Governing Law. This agreement shall be governed by the laws of the State of Ohio and, to the extent applicable, federal law.

19. Entire Agreement. This Agreement contains the entire agreement of the parties respect to its subject matter and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written, between Employee and Employer, including, without limitation the 2017 Employment Agreement. There

are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement other than awards to be granted under the Red Fiber Holdings, LLC Long-Term Incentive Plan ("2021 LTIP") or a Red Fiber Holdings, LLC Business Value Award Agreement ("CBTS Sale Bonus Agreement"). For the avoidance of doubt, nothing herein affects any of the parties' rights or obligations under the Merger Agreement or any agreements entered into in connection therewith. Employee acknowledges and agrees that Employee has not relied on any oral or written promises or representations other than those explicitly stated in this Agreement. Notwithstanding anything in this Section 19 to the contrary, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2017 Employment Agreement shall remain in full force and effect.

20. Severability. In case anyone or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

21. Successors and Assigns. Subject to the requirements of Paragraph 14 above, this Agreement shall be binding upon Employee, Employer and Employer's successors and assigns.

22. Confidentiality of Agreement Terms. The terms of this Agreement shall be held in strict confidence by Employee and shall not be disclosed by Employee to anyone other than Employee's spouse, Employee's legal counsel and Employee's other advisors, unless required by law. Further, except as provided in the preceding sentence, Employee shall not reveal the existence of this Agreement or discuss its terms with any person (including but not limited to any employee of Employer or its Affiliates) without the express authorization of the President of Employer, provided that Employee shall advise any prospective new employer of the existence of Employee's non-competition, confidentiality and similar obligations under this Agreement. To the extent that the terms of this Agreement have been disclosed by Employer, in a public filing or otherwise, the confidentiality requirements of this Section 22 shall no longer apply to such terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day and year first above written.

CINCINNATI BELL INC.		**EMPLOYEE**	
By:	/s/ Leigh R. Fox Leigh R. Fox	/s/ Christi H. Cornette Christi H. Cornette	
Title:	President and CEO		
Date:	8/31/2021	Date:	8/16/2021

Exhibit 10.34

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made as of the Effective Date between Cincinnati Bell Inc. (“Employer”) and Mary E. Talbott (“Employee”). For purposes of this Agreement, the “Effective Date” means March 8, 2023.

Employer and Employee agree as follows:

1. Employment. By this Agreement, Employer and Employee set forth the terms of Employer’s employment of Employee on and after the Effective Date. Any prior agreements or understandings with respect to Employee’s employment by Employer are canceled as of the Effective Date.

2. Term of Agreement. The term of this Agreement initially shall be the one-year period commencing on the Effective Date. On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of this Agreement automatically shall be extended for a period of one additional year. Notwithstanding the foregoing, the term of this Agreement is subject to termination as provided in Section 13.

3. Duties.

A. Employee will serve as the Chief Legal Counsel for Cincinnati Bell Inc. or in such other equivalent capacity as may be designated by Employer’s Chief Executive Officer. Employee will report to the Employer’s President and CEO.

B. Employee shall furnish such managerial, executive, financial, technical and other skills, advice, and assistance in operating Employer and its Affiliates as Employer may reasonably request. For purposes of this Agreement, “Affiliate” means each corporation or organization that is deemed to be a single employer with Employer under Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended (the “Code”) (i.e., as part of a controlled group of corporations that includes Employer or under common control with Employer).

C. Employee shall also perform such other duties, consistent with the provisions of Section 3.A., as are reasonably assigned to Employee by the Employer’s President and Chief Executive Officer.

D. Employee shall devote Employee’s entire time, attention and energies to the business of Employer and its Affiliates. The words “entire time, attention and energies” are intended to mean that Employee shall devote Employee’s full effort during reasonable working hours to the business of Employer and its Affiliates and shall devote at least 40 hours per week to the business of Employer and its Affiliates. Employee shall travel to such places as are necessary in the performance of Employee’s duties.

4. Compensation.

A. Employee shall receive a base salary (the "Base Salary") of at least $390,000 per year, payable not less frequently than monthly, for each year during the term of this Agreement, subject to proration for any partial year. Such Base Salary, and all other amounts payable under this Agreement, shall be subject to withholding as required by law.

B. In addition to the Base Salary, Employee shall be eligible to receive an annual incentive (the "Incentive") for each calendar year for which services are performed under this Agreement. Any Incentive for a calendar year shall be payable in the calendar year following the calendar year for which the Incentive is earned in accordance with Employer's regular incentive payment policies. Each year, Employee shall be given an Incentive target of not less than 100% of Base Salary, subject to proration for a partial year. The Incentive target shall be established from time to time by Employer's Compensation Committee if Employee is a Senior Management Officer (as defined in the Delegated Authority Schedule of Red Fiber Holdings LLC and its subsidiaries) or is otherwise a Senior Management Officer whose compensation is determined by the Compensation Committee, or, if Employee is not so subject, then in accordance with the provisions of Employer's then existing annual incentive plan or any similar plan made available to employees of Employer ("annual incentive plan") in which Employee participates. Any Incentive award granted to Employee shall further be subject to the terms and conditions of any such applicable annual incentive plan.

C. On at least an annual basis, Employee shall receive a formal performance review and be considered for Base Salary and/or Incentive target increases.

5. Expenses. All reasonable and necessary expenses incurred by Employee in the course of the performance of Employee's duties to Employer shall be reimbursable in accordance with Employer's then current travel and expense policies.

6. Benefits.

A. While Employee remains in the employ of Employer, Employee shall be eligible to participate in all of the various employee benefit plans and programs, which are made available to similarly situated employees of Employer, in accordance with the eligibility provisions and other terms and conditions of such plans and programs. With respect to paid time off, Employee shall be entitled to four (4) weeks of paid time off per year, which shall accrue monthly

B. Notwithstanding anything contained herein to the contrary, the Base Salary and any Incentives otherwise payable to Employee shall be reduced by any benefits paid to Employee by Employer under any disability plans made available to Employee by Employer ("Disability Plans").

7. Confidentiality. Employer and its Affiliates are engaged in the telecommunications industry within the U.S. Employee acknowledges that in the course of employment with the Employer (including prior to the Effective Date), Employee has been and will be entrusted with or obtain access to information proprietary to Employer and its Affiliates with respect to the following (all

of which information is referred to hereinafter collectively as the "Information"); the organization and management of Employer and its Affiliates; the names, addresses, buying habits and other special information regarding past, present and potential customers, employees and suppliers of Employer and its Affiliates; customer and supplier contracts and transactions or price lists of Employer, its Affiliates and their suppliers; products, services, programs and processes sold, licensed or developed by Employer or its Affiliates; technical data, plans and specifications, and present and/or future development projects of Employer and its Affiliates; financial and/or marketing data respecting the conduct of the present or future phases of business of Employer and its Affiliates; computer programs, systems and/or software; ideas, inventions, trademarks, trade secrets, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of Employer and its Affiliates; and other information considered confidential by any of the Employer, its Affiliates or customers or suppliers of Employer and its Affiliates. At all times during the term of this Agreement and thereafter, Employee agrees to retain the Information in absolute confidence and not to disclose the Information to any person or organization except as required in the performance of Employee's duties for Employer, without the express written consent of Employer; provided that Employee's obligation of confidentiality shall not extend to any Information which becomes generally available to the public other than as a result of disclosure by Employee.

8. New Developments. All ideas, inventions, discoveries, concepts, trade secrets, trademarks, service marks or other developments or improvements, whether patentable or not, conceived by Employee, alone or with others, at any time during the term of Employee's employment (including prior to the Effective Date), whether or not during working hours or on Employer's premises, which are within the scope of or related to the business operations of Employer or its Affiliates ("New Developments"), shall be and remain the exclusive property of Employer. Employee agrees that any New Developments which, within one year after the termination of employment with Employer, are made, disclosed, reduced to a tangible or written form or description or are reduced to practice by Employee and which are based upon, utilize or incorporate Information shall, as between Employee and Employer, be presumed to have been made during Employee's employment by Employer. Employee further agrees that Employee will not, during the term of Employee's employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that Employee will not bring onto Employer premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

At all times during the term of this Agreement and thereafter, Employee shall do all things reasonably necessary to ensure ownership of such New Developments by Employer, including the execution of documents assigning and transferring to Employer all of Employee's rights, title and interest in and to such New Developments and the execution of all documents required to enable Employer to file and obtain patents, trademarks, service marks and copyrights in the United States and foreign countries on any of such New Developments.

9. Surrender of Material Upon Termination. Employee hereby agrees that upon termination of Employee's employment, for whatever reason and whether voluntary or involuntary, Employee will immediately surrender to Employer all of the property and other things of value in his possession or in the possession of any person or entity under Employee's control that are the property of Employer or any of its Affiliates, including without any limitation all personal notes, drawings, manuals, documents, photographs or the like, including copies and derivatives thereof, and e-mails and other electronic and digital information of all types regardless of where or the type of device on which such materials may be stored by Employee, relating directly or indirectly to any Information, materials or New Developments, or relating directly or indirectly to the business of Employer or any of its Affiliates.

10. Remedies.

A. Employer and Employee hereby acknowledge and agree that the services rendered by Employee to Employer, the information disclosed to Employee during and by virtue of Employee's employment (including prior to the Effective Date) and Employee's commitments and obligations to Employer and its Affiliates herein are of a special, unique and extraordinary character, and that the breach of any provision of this Agreement by Employee will cause Employer irreparable injury and damage, and consequently the Employer shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of Sections 7, 8, 9, 11 and 12 of this Agreement and to secure the enforcement of this Agreement.

B. Except as provided in Section 10.A., the parties hereto agree to submit to final and binding arbitration any dispute, claim or controversy, whether for breach of this Agreement or for violation of any of Employee's statutorily created or protected rights, arising between the parties that either party would have been otherwise entitled to file or pursue in court or before any administrative agency (herein "claim"), and each party waives all right to sue the other party.

(i) This agreement to arbitrate and any resulting arbitration award are enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). If the FAA is held not to apply for any reason, then Ohio Revised Code Chapter 2711 regarding the enforceability of arbitration agreements and awards will govern this Agreement and the arbitration award.

(ii) (a) All of a party's claims must be presented at a single arbitration hearing. Any claim not raised at the arbitration hearing is waived and released. The arbitration hearing will take place in Cincinnati, Ohio.

(b) The arbitration process will be governed by the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") except to the extent they are modified by this Agreement. In the event that any provisions of this Section 10.B. are determined by AAA to be unenforceable or impermissibly contrary to AAA rules, then this Section 10.B. shall be modified as necessary to comply with AAA requirements.

(c) Employee has had an opportunity to review the AAA employment rules and the requirements that Employee must pay a filing fee for which Employer has agreed to split on an equal basis.

(d) The arbitrator will be selected from a panel of arbitrators chosen by the AAA. After the filing of a Request for Arbitration, the AAA will send simultaneously to Employer and Employee an identical list of names of five persons chosen from the panel. Each party will have 10 days from the transmittal date in which to strike up to two names, number the remaining names in order of preference and return the list to the AAA.

(e) Any pre-hearing disputes will be presented to the arbitrator for expeditious, final and binding resolution.

(f) The award of the arbitrator will be in writing and will set forth each issue considered and the arbitrator's finding of fact and conclusions of law as to each such issue.

(g) If the arbitrator finds that a party has sustained its burden of proof in establishing a violation of applicable law, the arbitrator shall have the same power and authority as would a judge to grant any relief, including costs and attorney's fees, that a court could grant, consistent with applicable principles of common, decisional, and statutory law in the relevant jurisdiction. The arbitrator may assess to either party, or split, the arbitrator's fee and expenses and the cost of the transcript, if any, in accordance with the arbitrator's determination of the merits of each party's position or as principles of equity may require.

(h) Employer and Employee recognize that a primary benefit each derives from arbitration is avoiding the delay and costs normally associated with litigation. Therefore, neither party will be entitled to conduct any discovery prior to the arbitration hearing except that: (i) Employer will furnish Employee with copies of all non-privileged documents in Employee's personnel file; (ii) if the claim is for discharge, Employee will furnish Employer with records of earnings and benefits relating to Employee's subsequent employment (including self-employment) and all documents relating to Employee's efforts to obtain subsequent employment; (iii) the parties will exchange copies of all documents they intend to introduce as evidence at the arbitration hearing at least 10 days prior to such hearing; (iv) Employee will be allowed (at Employee's expense) to take the depositions, for a period not to exceed four hours each, of two representatives of Employer, and Employer will be allowed (at its expense) to depose Employee for a period not to exceed four hours; and (v) Employer or Employee may ask the arbitrator to grant additional discovery to the extent permitted by AAA rules upon a showing that such discovery is necessary.

(i) Nothing herein will prevent either party from taking the deposition of any witness where the sole purpose for taking the deposition is to use the deposition in lieu of the witness testifying at the hearing and the witness is, in good faith, unavailable to testify in person at the hearing due to poor health, residency and employment more than 50 miles from the hearing site, conflicting travel plans or other comparable reason.

(j) Arbitration must be requested in writing no later than 6 months from the date that the party knew or should have known of the matter disputed by the claim. A party's failure to initiate arbitration within the time limits herein will be considered a waiver and release by that party with respect to any claim subject to arbitration under this Agreement.

(k) Employer and Employee consent that judgment upon the arbitration award may be entered in any federal or state court that has jurisdiction.

(1) Except as provided in Section 10.A., neither party will commence or pursue any litigation on any claim that is or was subject to arbitration under this Agreement. Nothing in this Agreement shall be construed to prevent Employee from filing or participating in a charge of discrimination filed with the EEOC or similar state or local administrative agencies. However, upon receipt of a right to sue letter or similar administrative determination, Employee's claim becomes subject to arbitration as set forth in this this Agreement.

(m) All aspects of any arbitration procedure under this Agreement, including the hearing and the record of the proceedings, are confidential and will not be open to the public, except to the extent the parties agree otherwise in writing, or as may be appropriate in any subsequent proceedings between the parties, or as may otherwise be appropriate in response to a governmental agency or legal process or as may be required to be disclosed by Employer pursuant to applicable law, rule or regulation to which Employer is subject, including requirements of the Securities and Exchange Commission and any stock exchanges on which Employer's securities are listed.

11. Covenant Not to Compete, No Interference; No Solicitation. For purposes of this Section 11 only, the term "Employer" shall mean, collectively, Employer and each of its Affiliates. At all times during the term of this Agreement and during the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), excluding engagement as an attorney or in the practice of law, Employee will not engage in any business offering services related to the current business of Employer, whether as a principal, partner, joint venture, agent, employee, salesman, consultant, director or officer, where such position would involve Employee in any business activity in competition with Employer. This restriction will be limited to the geographical area where Employer is then engaged in such competing business activity or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of Employer.

During the two-year period following termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not interfere with or adversely affect, either directly or indirectly, Employer's relationships with any person, firm, association, corporation or other entity which is known by Employee to be, or is included on any listing to which Employee had access during the course of employment, as a customer, client, supplier, consultant or employee of Employer and that Employee will not divert or change, or attempt to divert or change, any such relationship to the

detriment of Employer or to the benefit of any other person, firm, association, corporation or other entity.

During the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee shall not, without the prior written consent of Employer, accept employment, other than in her capacity as an attorney, as an employee, consultant or otherwise, with any company or entity which is a supplier of Employer at any time during the two-year period prior to the termination of Employee's employment with Employer.

Employee will not, during or at any time within two years after the termination of Employee's employment with Employer, induce or seek to induce any other employee of Employer to terminate his or her employment relationship with Employer.

Employee acknowledges and agrees that the covenants, restrictions, agreements and obligations set forth herein are founded upon valuable consideration and, with respect to the covenants, restrictions, agreements and obligations set forth in this Section 11, are reasonable in duration and geographic scope. The time period and geographical area set forth in this Section 11 are each divisible and separable, and, in the event that the covenants not to compete and/or not to divert business or employees contained therein are judicially held invalid or unenforceable as to such time period and/or geographical area, they will be valid and enforceable in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. Employee agrees that in the event that any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with Employer in requesting such court to construe the applicable provision by limiting or reducing it so as to be enforceable to the extent compatible with the then applicable law. Furthermore, it is agreed that any period of restriction or covenant hereinabove stated shall not include any period of violation or period of time required for litigation or arbitration to enforce such restrictions or covenants.

12. Goodwill. Subject to the provisions of Section 10.B.(ii)(l) above, during the term of this Agreement and thereafter, Employee will not disparage Employer or any of its Affiliates in any way which could adversely affect the goodwill, reputation and business relationships of Employer or any of its Affiliates with the public generally, or with any of their customers, suppliers or employees, and Employer will not disparage Employee. Employee understands and agrees that Employer shall be entitled to make any such public disclosures as are required by applicable law, rule or regulation regarding Employee, including termination of Employee's employment with Employer, and that any public disclosures so made by Employer and other statements materially consistent with such public disclosures shall not be restricted in any manner by this Section 12.

13. Termination.

A. (i) To the extent permitted by law, Employer or Employee may terminate this Agreement (and Employee's employment hereunder) upon Employee's failure or inability to perform the services required hereunder, because of any physical or mental infirmity for which Employee receives disability benefits under any Disability Plans, over a period of one hundred

twenty consecutive working days during any twelve consecutive month period (a "Terminating Disability").

(ii) If Employer or Employee elects to terminate this Agreement in the event of a Terminating Disability, such termination shall be effective immediately upon the giving of written notice by the terminating party to the other.

(iii) Upon termination of this Agreement on account of a Terminating Disability, Employer shall pay Employee only Employee's accrued but unpaid Base Salary to the date of termination, accrued but unused vacation to the date of termination, accrued and earned Incentive for the year prior to the year of the termination and earned and vested benefits under any Employer benefit plan to the date of termination (the "Accrued Compensation") (subject to offset for any amounts received pursuant to the Disability Plans). In the event of a Terminating Disability, Employer also shall provide Employee with disability benefits and all other benefits according to the provisions of the applicable Disability Plans and any other Employer plans in which Employee is then participating.

(iv) If the parties elect not to terminate this Agreement upon an event of a Terminating Disability and Employee returns to active employment with Employer prior to such a termination, or if such disability exists for less than one hundred twenty consecutive working days, the provisions of this Agreement shall remain in full force and effect.

B. This Agreement (and Employee's employment hereunder) terminates immediately and automatically on the death of Employee, provided, however, that Employee's estate shall be paid only Employee's Accrued Compensation as of the date of death.

C. Employer may terminate this Agreement immediately, upon written notice to Employee, for Cause. For purposes of this Agreement, Employer shall have "Cause" to terminate this Agreement only if Employer's Board of Directors reasonably determines in good faith that any one or more of the following has occurred: (a) conviction of any crime (whether or not a felony) involving dishonesty, fraud, embezzlement, or similar crime of moral turpitude; (b) conviction of a felony (other than a traffic violation); (c) acts constituting fraud or willful misconduct as an employee of the Employer or its Affiliates, including but not limited to misappropriation or embezzlement in the performance of duties as an employee of the Employer or its Affiliates; (d) the willful and continued failure or refusal of Employee to perform any of his or her duties to the Employer or its Affiliates (other than any such failure resulting from Employee's incapacity due to physical or mental illness) which is reasonably likely to result in material harm to the Employer or its Affiliates; (e) Employee's material violation or breach of this Agreement, any restrictive covenants under this Agreement or any other restrictive covenant provision the Employee is bound by in any agreement between Employee and the Employer or its Affiliates (f) Employee's material violation or breach of the documented code of ethics, code of conduct or similar document of the Employer or its Affiliates which has been timely provided to, and acknowledged by, Employee; or (g) willfully or grossly negligently engaging in conduct

materially injurious to the Employer or its Affiliates. Upon termination for Cause, Employee shall be entitled to receive only Employee's Accrued Compensation to the date of termination.

D. Employer may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employee for any reason other than those set forth in Sections 13.A., B. and C. For the avoidance of doubt, if Employer elects not to renew the term of this Agreement, it shall be deemed to be a termination of this Agreement for a reason other than those set forth in Sections 13.A. B. and C. In addition, Employee may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employer, as a result of a Constructive Termination. In the event of a termination of this Agreement (and Employee's employment hereunder) by Employer, or by Employee as a result of a Constructive Termination, under this Section 13.D., in addition to the Accrued Compensation:

(i) Employer shall pay Employee in a lump sum cash payment an amount equal to two times the Employee's annual Base Salary rate in effect at the time of the termination of this Agreement within sixty (60) days following Employee's termination of employment with Employer; and

(ii) subject to Employee timely and properly electing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Employer shall provide Employee access to continued medical, dental, and vision coverage for a period of up to eighteen (18) months beginning the first day of the calendar month following Employee's termination of employment and ending on the first to occur of the last day of the eighteenth (18th) month, the date Employee ceases to be eligible for COBRA or the date Employee, her spouse and eligible dependents become eligible to be covered under another employer's medical, dental and vision plans, whichever is sooner (with the cost of such coverage to Employee equal to the active employee rate for the coverage plus applicable tax withholdings on the difference between the full COBRA premium for the coverage and the active employee rate), provided that, if the Employer determines in its sole discretion that it cannot provide the foregoing subsidy of COBRA coverage without potentially violating or causing the Employer to incur additional expense as a result of noncompliance with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Employer instead will pay Employee a taxable lump sum payment in an amount equal to the monthly COBRA premium (or an equivalent monthly payment in the event the Employee is no longer eligible for COBRA) that Employee would be required to pay to continue the group health coverage in effect on the date of Employee's termination of employment for eighteen (18) months for Employee and Employee's eligible dependents pursuant to the Employer's health insurance plans in which Employee or Employee's eligible dependents participated as of the day of Employee's termination (which amount shall be based on the premium for the first month of COBRA coverage).

E. Employee may resign upon 60 days' prior written notice to Employer. In the event of a resignation under this Section 13.E. this Agreement (and Employee's employment hereunder) shall terminate and Employee shall be entitled to receive only any Accrued Compensation. Should

Employee resign, Employer may adjust Employee's authority, reporting relationship, or responsibilities at any time during the 60-day notice period and any such adjustment shall not constitute a Constructive Termination under this Agreement.

F. Upon termination of this Agreement (and Employee's employment hereunder) as a result of an event of termination described in this Section 13 and except for Employer's payment of the required payments under this Section 13 (including any Accrued Compensation), all further compensation under this Agreement shall terminate. Employee further agrees that in order to be entitled to receive any payments under this Section 13 (other than any Accrued Compensation), upon the request of Employer, Employee will execute and not revoke a release of claims against Employer in the Employer standard form, which release shall contain customary and appropriate terms and conditions as determined in good faith by Employer. Such release must be executed and non-revocable within 60 days of Employee's termination of employment provided, however, if such 60-day period commences in one calendar year and ends in the following calendar year, payment of a any amounts under this Section 13 (other than any Accrued Compensation) shall not commence until the first payroll date in the second calendar year.

G. The termination of this Agreement (and Employee's employment hereunder) shall not amend, alter or modify the rights and obligations of the parties under Sections 7, 8, 9, 10, 11,12 and 13 hereof, the terms of which shall survive the termination of this Agreement for any reason whatsoever.

H. For purposes of this Section 13, "Constructive Termination" shall be deemed to have occurred if, without Employee's consent, there is a material reduction by Employer in Employee's authority, reporting relationship or responsibilities, there is a reduction by Employer in Employee's Base Salary or Incentive target or Employee is required by Employer to relocate from the Greater Cincinnati, Ohio Area by 50 or more miles. In no event will a Constructive Termination be deemed to occur under this Agreement unless (i) the Employee notifies the Employer in writing of the occurrence of any event that constitutes a Constructive Termination within sixty (60) days of the occurrence of such event, (ii) the Employer does not cure such circumstances within thirty (30) days of receipt of such notice and (iii) the Employee terminates his or her employment within thirty (30) days of such failure to cure.

I. Notwithstanding any other provision in this Agreement, in the event that it is determined (by the reasonable computation of an independent nationally recognized certified public accounting firm that shall be selected by Employer (the "Accountant")) that the aggregate amount of the payments, distributions, benefits and entitlements of any type payable by Employer or any affiliate to or for the benefit of Employee (including any payment, distribution, benefit or entitlement made by any person or entity effecting a Change in Control (as defined in the 2021 Red Fiber Holdings LLC Long-Term Incentive Plan)), in each case, that could be considered "parachute payments" within the meaning of Section 280G of the Code (such payments, the "Parachute Payments") that, but for this Section 13.I. would be payable to Employee, exceeds the greatest amount of Parachute Payments that could be paid to Employee without giving rise to any liability for any excise tax imposed by Code Section 4999 (or any successor provision thereto) or

any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest or penalties, collectively referred to as the "Excise Tax"), then the aggregate amount of Parachute Payments payable to Employee shall not exceed the amount which produces the greatest after-tax benefit to Employee after taking into account any Excise Tax to be payable by Employee. For the avoidance of doubt, this provision shall reduce the amount of Parachute Payments otherwise payable to Employee, if doing so would place Employee in a more favorable net after-tax economic position as compared with not reducing the amount of Parachute Payments (taking into account the Excise Tax payable in respect of such Parachute Payments). Any reduction under this Section 280G shall be applied against the payment to be made under Section 13.D.(i).

14. Code Section 409A.

A. This Agreement is intended to comply with Code Section 409A or an exemption thereunder and shall be construed and administered in accordance with Code Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Code Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Code Section 409A as separation pay, as a short-term deferral, or under any other applicable exclusion shall be excluded from Code Section 409A to the maximum extent possible. For purposes of Code Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Code Section 409A. To the extent any reimbursements or in-kind benefits due Employee under this Agreement constitutes "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Notwithstanding the foregoing, Employer makes no representations that the payments and benefits provided under this Agreement comply with, or are exempt from compliance from, Code Section 409A and in no event shall Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Code Section 409A.

B. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to Employee in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Code Section 409A and Employee is determined to be a "specified employee" as defined in Code Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until a date that is within five days following (and not before) the six-month anniversary of the date of Employee's termination of employment (the "Specified Employee Payment Date") to the extent required by Code Section 409A. The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Employee in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

15. Assignment. As this is an agreement for personal services involving a relation of confidence and a trust between Employer and Employee, all rights and duties of Employee arising under this Agreement, and the Agreement itself, are non-assignable by Employee.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally or by certified mail to Employee at Employee's place of residence as then recorded on the books of Employer or to Employer at its principal office.

17. Waiver. No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and signed by Employee and an authorized executive officer of Employer. The waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

18. Governing Law. This agreement shall be governed by the laws of the State of Ohio and, to the extent applicable, federal law.

19. Entire Agreement. This Agreement contains the entire agreement of the parties respect to its subject matter and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written, between Employee and Employer. There are no other contracts, agreements or understandings, whether oral or written, existing between them. There are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement other than awards to be granted under the Red Fiber Holdings, LLC Long-Term Incentive Plan ("2021 LTIP"). For the avoidance of doubt, nothing herein affects any of the parties' rights or obligations under the Merger Agreement or any agreements entered into in connection therewith. Employee acknowledges and agrees that Employee has not relied on any oral or written promises or representations other than those explicitly stated in this Agreement.

20. Severability. In case anyone or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

21. Successors and Assigns. Subject to the requirements of Paragraph 14 above, this Agreement shall be binding upon Employee, Employer and Employer's successors and assigns.

22. Confidentiality of Agreement Terms. The terms of this Agreement shall be held in strict confidence by Employee and shall not be disclosed by Employee to anyone other than Employee's spouse, Employee's legal counsel and Employee's other advisors, unless required by law. Further, except as provided in the preceding sentence, Employee shall not reveal the existence of this Agreement or discuss its terms with any person (including but not limited to any employee of Employer or its Affiliates) without the express authorization of the President of Employer, provided that Employee shall advise any prospective new employer of the existence of Employee's non-competition, confidentiality and similar obligations under this Agreement. To the extent that

the terms of this Agreement have been disclosed by Employer, in a public filing or otherwise, the confidentiality requirements of this Section 22 shall no longer apply to such terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day and year first above written.

CINCINNATI BELL INC.		**EMPLOYEE**	
By:	/s/ Leigh R. Fox Leigh R. Fox	/s/ Mary E. Talbott Mary E. Talbott	
Title:	President and CEO		
Date:	6/10/2023	Date:	4/13/2023

Exhibit 10.35

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement") is made as of the Effective Date between Cincinnati Bell Inc. ("Employer") and Thomas E. Simpson ("Employee"). For purposes of this Agreement, the "Effective Date" means the closing date under the Merger Agreement (as defined below).

WHEREAS, the Employee is employed as the Chief Operating Officer of the Employer;

WHEREAS, the Employee is a party to an employment agreement with Employer, dated December 1, 2017 (the "2017 Employment Agreement");

WHEREAS, the Employer entered into an Agreement and Plan of Merger, dated March 13, 2020, by and between the Employer, Red Fiber Parent LLC, a Delaware limited liability company ("Parent"), and Parent's direct wholly-owned subsidiary RF Merger Sub Inc., an Ohio corporation (the "Merger Agreement");

WHEREAS, the parties to the Merger Agreement and the Employee desire to amend and restate the 2017 Employment Agreement in accordance with the terms set forth herein.

NOW THEREFORE, Employer and Employee agree as follows:

1. Employment. By this Agreement, Employer and Employee set forth the terms of Employer's employment of Employee on and after the Effective Date. Any prior agreements or understandings with respect to Employee's employment by Employer, including the 2017 Employment Agreement, are canceled as of the Effective Date. Notwithstanding the foregoing, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2017 Employment Agreement shall remain in full force and effect.

2. Term of Agreement. The term of this Agreement initially shall be the one-year period commencing on the Effective Date. On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of this Agreement automatically shall be extended for a period of one additional year. Notwithstanding the foregoing, the term of this Agreement is subject to termination as provided in Section 13.

3. Duties.

A. Employee will serve as Chief Operating Officer for Cincinnati Bell Inc. or in such other equivalent capacity as may be designated by Employer's Chief Executive Officer. Employee will report to the Employer's Chief Executive Officer.

B. Employee shall furnish such managerial, executive, financial, technical and other skills, advice, and assistance in operating Employer and its Affiliates as Employer may reasonably request. For purposes of this Agreement, "Affiliate" means each corporation or

organization that is deemed to be a single employer with Employer under Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended (the "Code") (i.e., as part of a controlled group of corporations that includes Employer or under common control with Employer).

C. Employee shall also perform such other duties, consistent with the provisions of Section 3.A., as are reasonably assigned to Employee by the Employer's Chief Executive Officer.

D. Employee shall devote Employee's entire time, attention and energies to the business of Employer and its Affiliates. The words "entire time, attention and energies" are intended to mean that Employee shall devote Employee's full effort during reasonable working hours to the business of Employer and its Affiliates and shall devote at least 40 hours per week to the business of Employer and its Affiliates. Employee shall travel to such places as are necessary in the performance of Employee's duties.

4. Compensation.

A. Employee shall receive a base salary (the "Base Salary") of at least $463,500 per year, payable not less frequently than monthly, for each year during the term of this Agreement, subject to proration for any partial year. Such Base Salary, and all other amounts payable under this Agreement, shall be subject to withholding as required by law.

B. In addition to the Base Salary, Employee shall be eligible to receive an annual bonus (the "Bonus") for each calendar year for which services are performed under this Agreement. Any Bonus for a calendar year shall be payable in the calendar year following the calendar year for which the Bonus is earned in accordance with Employer's regular bonus payment policies. Each year, Employee shall be given a Bonus target of not less than 100% of Base Salary, subject to proration for a partial year. The Bonus target shall be established from time to time by Employer's Compensation Committee if Employee is a named executive officer for purposes of Employer's annual proxy statement or is otherwise an executive officer whose compensation is determined by the Compensation Committee, or, if Employee is not so subject, then in accordance with the provisions of Employer's then existing annual incentive plan or any similar plan made available to employees of Employer ("annual incentive plan") in which Employee participates. Any Bonus award to Employee shall further be subject to the terms and conditions of any such applicable annual incentive plan.

C. On at least an annual basis, Employee shall receive a formal performance review and be considered for Base Salary and/or Bonus target increases.

5. Expenses. All reasonable and necessary expenses incurred by Employee in the course of the performance of Employee's duties to Employer shall be reimbursable in accordance with Employer's then current travel and expense policies.

6. Benefits.

A. While Employee remains in the employ of Employer, Employee shall be eligible to participate in all of the various employee benefit plans and programs, which are made available to similarly situated officers of Employer, in accordance with the eligibility provisions and other terms and conditions of such plans and programs.

B. Notwithstanding anything contained herein to the contrary, the Base Salary and any Bonuses otherwise payable to Employee shall be reduced by any benefits paid to Employee by Employer under any disability plans made available to Employee by Employer ("Disability Plans").

7. Confidentiality. Employer and its Affiliates are engaged in the telecommunications industry within the U.S. Employee acknowledges that in the course of employment with the Employer (including prior to the Effective Date), Employee has been and will be entrusted with or obtain access to information proprietary to Employer and its Affiliates with respect to the following (all of which information is referred to hereinafter collectively as the "Information"); the organization and management of Employer and its Affiliates; the names, addresses, buying habits and other special information regarding past, present and potential customers, employees and suppliers of Employer and its Affiliates; customer and supplier contracts and transactions or price lists of Employer, its Affiliates and their suppliers; products, services, programs and processes sold, licensed or developed by Employer or its Affiliates; technical data, plans and specifications, and present and/or future development projects of Employer and its Affiliates; financial and/or marketing data respecting the conduct of the present or future phases of business of Employer and its Affiliates; computer programs, systems and/or software; ideas, inventions, trademarks, trade secrets, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of Employer and its Affiliates; and other information considered confidential by any of the Employer, its Affiliates or customers or suppliers of Employer and its Affiliates. At all times during the term of this Agreement and thereafter, Employee agrees to retain the Information in absolute confidence and not to disclose the Information to any person or organization except as required in the performance of Employee's duties for Employer, without the express written consent of Employer; provided that Employee's obligation of confidentiality shall not extend to any Information which becomes generally available to the public other than as a result of disclosure by Employee.

8. New Developments. All ideas, inventions, discoveries, concepts, trade secrets, trademarks, service marks or other developments or improvements, whether patentable or not, conceived by Employee, alone or with others, at any time during the term of Employee's employment (including prior to the Effective Date), whether or not during working hours or on Employer's premises, which are within the scope of or related to the business operations of Employer or its Affiliates ("New Developments"), shall be and remain the exclusive property of Employer. Employee agrees that any New Developments which, within one year after the termination of employment with Employer, are made, disclosed, reduced to a tangible or written form or description or are reduced to practice by Employee and which are based upon, utilize or

incorporate Information shall, as between Employee and Employer, be presumed to have been made during Employee's employment by Employer. Employee further agrees that Employee will not, during the term of Employee's employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that Employee will not bring onto Employer premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

At all times during the term of this Agreement and thereafter, Employee shall do all things reasonably necessary to ensure ownership of such New Developments by Employer, including the execution of documents assigning and transferring to Employer all of Employee's rights, title and interest in and to such New Developments and the execution of all documents required to enable Employer to file and obtain patents, trademarks, service marks and copyrights in the United States and foreign countries on any of such New Developments.

9. Surrender of Material Upon Termination. Employee hereby agrees that upon termination of Employee's employment, for whatever reason and whether voluntary or involuntary, Employee will immediately surrender to Employer all of the property and other things of value in his possession or in the possession of any person or entity under Employee's control that are the property of Employer or any of its Affiliates, including without any limitation all personal notes, drawings, manuals, documents, photographs or the like, including copies and derivatives thereof, and e-mails and other electronic and digital information of all types regardless of where or the type of device on which such materials may be stored by Employee, relating directly or indirectly to any Information, materials or New Developments, or relating directly or indirectly to the business of Employer or any of its Affiliates.

10. Remedies.

A. Employer and Employee hereby acknowledge and agree that the services rendered by Employee to Employer, the information disclosed to Employee during and by virtue of Employee's employment (including prior to the Effective Date) and Employee's commitments and obligations to Employer and its Affiliates herein are of a special, unique and extraordinary character, and that the breach of any provision of this Agreement by Employee will cause Employer irreparable injury and damage, and consequently the Employer shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of Sections 7, 8, 9, 11 and 12 of this Agreement and to secure the enforcement of this Agreement.

B. Except as provided in Section 10.A., the parties hereto agree to submit to final and binding arbitration any dispute, claim or controversy, whether for breach of this Agreement or for violation of any of Employee's statutorily created or protected rights, arising between the parties that either party would have been otherwise entitled to file or pursue in court or before any administrative agency (herein "claim"), and each party waives all right to sue the other party.

(i) This agreement to arbitrate and any resulting arbitration award are enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). If the

FAA is held not to apply for any reason, then Ohio Revised Code Chapter 271l regarding the enforceability of arbitration agreements and awards will govern this Agreement and the arbitration award.

(ii) (a) All of a party's claims must be presented at a single arbitration hearing. Any claim not raised at the arbitration hearing is waived and released. The arbitration hearing will take place in Cincinnati, Ohio.

(b) The arbitration process will be governed by the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") except to the extent they are modified by this Agreement. In the event that any provisions of this Section 10.B. are determined by AAA to be unenforceable or impermissibly contrary to AAA rules, then this Section 10.B. shall be modified as necessary to comply with AAA requirements.

(c) Employee has had an opportunity to review the AAA rules and the requirements that Employee must pay a filing fee for which Employer has agreed to split on an equal basis.

(d) The arbitrator will be selected from a panel of arbitrators chosen by the AAA. After the filing of a Request for Arbitration, the AAA will send simultaneously to Employer and Employee an identical list of names of five persons chosen from the panel. Each party will have 10 days from the transmittal date in which to strike up to two names, number the remaining names in order of preference and return the list to the AAA.

(e) Any pre-hearing disputes will be presented to the arbitrator for expeditious, final and binding resolution.

(f) The award of the arbitrator will be in writing and will set forth each issue considered and the arbitrator's finding of fact and conclusions of law as to each such issue.

(g) If the arbitrator finds that a party has sustained its burden of proof in establishing a violation of applicable law, the arbitrator shall have the same power and authority as would a judge to grant any relief, including costs and attorney's fees, that a court could grant, consistent with applicable principles of common, decisional, and statutory law in the relevant jurisdiction. The arbitrator may assess to either party, or split, the arbitrator's fee and expenses and the cost of the transcript, if any, in accordance with the arbitrator's determination of the merits of each party's position or as principles of equity may require.

(h) Employer and Employee recognize that a primary benefit each derives from arbitration is avoiding the delay and costs normally associated with litigation. Therefore, neither party will be entitled to conduct any discovery prior to the arbitration hearing except that: (i) Employer will furnish Employee with copies of all non-privileged documents in Employee's personnel file; (ii) if the claim is for discharge, Employee will furnish Employer with records of earnings and benefits relating to Employee's subsequent employment (including self-employment) and all documents relating to Employee's efforts to obtain subsequent employment; (iii) the parties will exchange copies of all documents they intend to introduce as

evidence at the arbitration hearing at least 10 days prior to such hearing; (iv) Employee will be allowed (at Employee's expense) to take the depositions, for a period not to exceed four hours each, of two representatives of Employer, and Employer will be allowed (at its expense) to depose Employee for a period not to exceed four hours; and (v) Employer or Employee may ask the arbitrator to grant additional discovery to the extent permitted by AAA rules upon a showing that such discovery is necessary.

(i) Nothing herein will prevent either party from taking the deposition of any witness where the sole purpose for taking the deposition is to use the deposition in lieu of the witness testifying at the hearing and the witness is, in good faith, unavailable to testify in person at the hearing due to poor health, residency and employment more than 50 miles from the hearing site, conflicting travel plans or other comparable reason.

(j) Arbitration must be requested in writing no later than 6 months from the date that the party knew or should have known of the matter disputed by the claim. A party's failure to initiate arbitration within the time limits herein will be considered a waiver and release by that party with respect to any claim subject to arbitration under this Agreement.

(k) Employer and Employee consent that judgment upon the arbitration award may be entered in any federal or state court that has jurisdiction.

(1) Except as provided in Section 10.A., neither party will commence or pursue any litigation on any claim that is or was subject to arbitration under this Agreement. Nothing in this Agreement shall be construed to prevent Employee from filing or participating in a charge of discrimination filed with the EEOC or similar state or local administrative agencies. However, upon receipt of a right to sue letter or similar administrative determination, Employee's claim becomes subject to arbitration as set forth in this this Agreement.

(m) All aspects of any arbitration procedure under this Agreement, including the hearing and the record of the proceedings, are confidential and will not be open to the public, except to the extent the parties agree otherwise in writing, or as may be appropriate in any subsequent proceedings between the parties, or as may otherwise be appropriate in response to a governmental agency or legal process or as may be required to be disclosed by Employer pursuant to applicable law, rule or regulation to which Employer is subject, including requirements of the Securities and Exchange Commission and any stock exchanges on which Employer's securities are listed.

11. Covenant Not to Compete, No Interference; No Solicitation. For purposes of this Section 11 only, the term "Employer" shall mean, collectively, Employer and each of its Affiliates. At all times during the term of this Agreement and during the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not engage in any business offering services related to the current business of Employer, whether as a principal, partner, joint venture, agent, employee, salesman, consultant, director or officer, where such position would involve Employee in any business activity in competition with Employer.

This restriction will be limited to the geographical area where Employer is then engaged in such competing business activity or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of Employer.

During the two-year period following termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not interfere with or adversely affect, either directly or indirectly, Employer's relationships with any person, firm, association, corporation or other entity which is known by Employee to be, or is included on any listing to which Employee had access during the course of employment, as a customer, client, supplier, consultant or employee of Employer and that Employee will not divert or change, or attempt to divert or change, any such relationship to the detriment of Employer or to the benefit of any other person, firm, association, corporation or other entity.

During the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee shall not, without the prior written consent of Employer, accept employment, as an employee, consultant or otherwise, with any company or entity which is a supplier of Employer at any time during the one-year period prior to the termination of Employee's employment with Employer.

Employee will not, during or at any time within two years after the termination of Employee's employment with Employer, induce or seek to induce any other employee of Employer to terminate his or her employment relationship with Employer.

Employee acknowledges and agrees that the covenants, restrictions, agreements and obligations set forth herein are founded upon valuable consideration and, with respect to the covenants, restrictions, agreements and obligations set forth in this Section 11, are reasonable in duration and geographic scope. The time period and geographical area set forth in this Section 11 are each divisible and separable, and, in the event that the covenants not to compete and/or not to divert business or employees contained therein are judicially held invalid or unenforceable as to such time period and/or geographical area, they will be valid and enforceable in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. Employee agrees that in the event that any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with Employer in requesting such court to construe the applicable provision by limiting or reducing it so as to be enforceable to the extent compatible with the then applicable law. Furthermore, it is agreed that any period of restriction or covenant hereinabove stated shall not include any period of violation or period of time required for litigation or arbitration to enforce such restrictions or covenants.

12. Goodwill. Subject to the provisions of Section 10.B.(ii)(l) above, during the term of this Agreement and thereafter, Employee will not disparage Employer or any of its Affiliates in any way which could adversely affect the goodwill, reputation and business relationships of Employer or any of its Affiliates with the public generally, or with any of their customers,

suppliers or employees, and Employer will not disparage Employee. Employee understands and agrees that Employer shall be entitled to make any such public disclosures as are required by applicable law, rule or regulation regarding Employee, including termination of Employee's employment with Employer, and that any public disclosures so made by Employer and other statements materially consistent with such public disclosures shall not be restricted in any manner by this Section 12.

13. Termination.

A. (i) To the extent permitted by law, Employer or Employee may terminate this Agreement (and Employee's employment hereunder) upon Employee's failure or inability to perform the services required hereunder, because of any physical or mental infirmity for which Employee receives disability benefits under any Disability Plans, over a period of one hundred twenty consecutive working days during any twelve consecutive month period (a "Terminating Disability").

(ii) If Employer or Employee elects to terminate this Agreement in the event of a Terminating Disability, such termination shall be effective immediately upon the giving of written notice by the terminating party to the other.

(iii) Upon termination of this Agreement on account of Terminating Disability, Employer shall pay Employee only Employee's any accrued but unpaid Base Salary to the date of termination, any accrued but unused vacation to the date of termination, any accrued and earned Bonus for the year prior to the year of the termination and any earned and vested benefits under any Employer benefit plan to the date of termination (the "Accrued Compensation") (subject to offset for any amounts received pursuant to the Disability Plans). In the event of a Terminating Disability, Employer also shall provide Employee with disability benefits and all other benefits according to the provisions of the applicable Disability Plans and any other Employer plans in which Employee is then participating.

(iv) If the parties elect not to terminate this Agreement upon an event of a Terminating Disability and Employee returns to active employment with Employer prior to such a termination, or if such disability exists for less than one hundred twenty consecutive working days, the provisions of this Agreement shall remain in full force and effect.

B. This Agreement (and Employee's employment hereunder) terminates immediately and automatically on the death of Employee, provided, however, that Employee's estate shall be paid only Employee's Accrued Compensation as of the date of death.

C. Employer may terminate this Agreement immediately, upon written notice to Employee, for Cause. For purposes of this Agreement, Employer shall have "Cause" to terminate this Agreement only if Employer's Board of Directors reasonably determines in good faith that any one or more of the following has occurred: (a) conviction of any crime (whether or not a felony) involving dishonesty, fraud, embezzlement, or similar crime of moral turpitude; (b) conviction of a felony (other than a traffic violation); (c) acts constituting fraud or willful

misconduct as an employee of the Employer or its Affiliates, including but not limited to misappropriation or embezzlement in the performance of duties as an employee of the Employer or its Affiliates; (d) the willful and continued material failure or refusal of Employee to perform any of his or her duties to the Employer of its Affiliates (other than any such failure resulting from Employee's incapacity due to physical or mental illness) which is reasonably likely to result in material harm to the Employer of its Affiliates; (e) Employee's material violation or breach of the this Agreement, any restrictive covenants under this Agreement or any other restrictive covenant provision the Employee is bound by in any agreement between Employee and the Employer or its Affiliates (f) Employee's material violation or breach of the documented code of ethics, code of conduct or similar document of the Employer or its Affiliates which has been timely provided to, and acknowledged by, Employee; or (g) willfully or grossly negligently engaging in conduct materially injurious to the Employer or its Affiliates. Upon termination for Cause, Employee shall be entitled to receive only Employee's Accrued Compensation to the date of termination.

D. Employer may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employee for any reason other than those set forth in Sections 13.A., B. and C. Notwithstanding the foregoing, Employer may not terminate this Agreement (and Employee's employment hereunder) under this Section 13.D within one year after the Effective Date (the "Protected Period"), provided that the Employer may place the Employee on garden leave during the Protected Period, reducing or eliminating his or her responsibilities during such Protected Period, and will be entitled to terminate the Employee pursuant to this Section 13.D upon expiration of the Protected Period. In addition, Employee may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employer, as a result of a Constructive Termination. In the event of a termination of this Agreement (and Employee's employment hereunder) by Employer, or by Employee as a result of a Constructive Termination, under this Section 13.D., in addition to the Accrued Compensation:

(i) Employer shall pay Employee in a lump sum cash payment an amount equal to two times the Employee's annual Base Salary rate in effect at the time of the termination of this Agreement within sixty (60) days following Employee's termination of employment with Employer; and

(ii) subject to Employee timely and properly electing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Employer shall provide Employee access to continued medical, dental, and vision coverage for a period of up to eighteen (18) months beginning the first day of the calendar month following Executive's termination of employment and ending on the first to occur of the last day of the eighteenth (18th) month, the date Executive ceases to be eligible for COBRA or the date Executive, his spouse and eligible dependents become eligible to be covered under another employer's medical, dental and vision plans, whichever is sooner(with the cost of such coverage to Employee equal to the active employee rate for the coverage plus applicable tax withholdings on the difference between the

full COBRA premium for the coverage and the active employee rate), provided that, if the Employer determines in its sole discretion that it cannot provide the foregoing subsidy of COBRA coverage without potentially violating or causing the Employer to incur additional expense as a result of noncompliance with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Employer instead will pay Employee a taxable lump sum payment in an amount equal to the monthly COBRA premium (or an equivalent monthly payment in the event the Employee is no longer eligible for COBRA) that Employee would be required to pay to continue the group health coverage in effect on the date of Employee's termination of employment for eighteen (18) months for Employee and Employee's eligible dependents pursuant to the Employer's health insurance plans in which Employee or Employee's eligible dependents participated as of the day of Executive's termination (which amount shall be based on the premium for the first month of COBRA coverage).

E. Employee may resign upon 60 days' prior written notice to Employer. In the event of a resignation under this Section 13.E. this Agreement (and Employee's employment hereunder) shall terminate and Employee shall be entitled to receive only any Accrued Compensation. Should Employee resign, Employer may adjust Employee's authority, reporting relationship, or responsibilities at any time during the 60-day notice period and any such adjustment shall not constitute a Constructive Termination under this Agreement.

F. Upon termination of this Agreement (and Employee's employment hereunder) as a result of an event of termination described in this Section 13 and except for Employer's payment of the required payments under this Section 13 (including any Accrued Compensation), all further compensation under this Agreement shall terminate. Employee further agrees that in order to be entitled to receive any payments under this Section 13 (other than any Accrued Compensation), upon the request of Employer, Employee will execute and not revoke a release of claims against Employer in the Employer standard form, which release shall contain customary and appropriate terms and conditions as determined in good faith by Employer. Such release must be executed and non-revocable within 60 days of Employee's termination of employment provided, however, if such 60-day period commences in one calendar year and ends in the following calendar year, payment of a any amounts under this Section 13 (other than any Accrued Compensation) shall not commence until the first payroll date in the second calendar year. Employee's rights with respect to any award granted under the "2021 LTIP" (as defined below) or the "CBTS Sale Bonus Agreement" (as defined below) shall be determined pursuant to the terms of the applicable plan.

G. The termination of this Agreement (and Employee's employment hereunder) shall not amend, alter or modify the rights and obligations of the parties under Sections 7, 8, 9, 10, 11,12 and 13 hereof, the terms of which shall survive the termination of this Agreement for any reason whatsoever.

H. For purposes of this Section 13, "Constructive Termination" shall be deemed to have occurred if, without Employee's consent, there is a material reduction by Employer in

Employee's authority, reporting relationship or responsibilities, there is a reduction by Employer in Employee's Base Salary or Bonus target or Employee is required by Employer to relocate from the Greater Cincinnati, Ohio Area by 50 or more miles. In no event will a Constructive Termination be deemed to occur under this Agreement unless (i) the Employee notifies the Employer in writing of the occurrence of any event that constitutes a Constructive Termination within sixty (60) days of the occurrence of such event, (ii) the Employer does not cure such circumstances within thirty (30) days of receipt of such notice and (iii) the Employee terminates his or her employment within thirty (30) days of such failure to cure. Notwithstanding anything in this Agreement to the contrary, Employee acknowledges and agrees that no reduction in authority, reporting relationship or responsibilities in connection with the transactions contemplated by the Merger Agreement will provide a basis for a Constructive Termination.

I. Notwithstanding any other provision in this Agreement, in the event that it is determined (by the reasonable computation of an independent nationally recognized certified public accounting firm that shall be selected by Employer (the "Accountant")) that the aggregate amount of the payments, distributions, benefits and entitlements of any type payable by Employer or any affiliate to or for the benefit of Employee (including any payment, distribution, benefit or entitlement made by any person or entity effecting a Change in Control (as defined in the 2021 LTIP)), in each case, that could be considered "parachute payments" within the meaning of Section 280G of the Code (such payments, the "Parachute Payments") that, but for this Section 13.I. would be payable to Employee, exceeds the greatest amount of Parachute Payments that could be paid to Employee without giving rise to any liability for any excise tax imposed by Code Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest or penalties, collectively referred to as the "Excise Tax"), then the aggregate amount of Parachute Payments payable to Employee shall not exceed the amount which produces the greatest after-tax benefit to Employee after taking into account any Excise Tax to be payable by Employee. For the avoidance of doubt, this provision shall reduce the amount of Parachute Payments otherwise payable to Employee, if doing so would place Employee in a more favorable net after-tax economic position as compared with not reducing the amount of Parachute Payments (taking into account the Excise Tax payable in respect of such Parachute Payments). Any reduction under this Section 280G shall be applied against the payment to be made under Section 13.D.(i).

14. Code Section 409A.

A. This Agreement is intended to comply with Code Section 409A or an exemption thereunder and shall be construed and administered in accordance with Code Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Code Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Code Section 409A as separation pay, as a short-term deferral, or under any other applicable exclusion shall be excluded from Code Section 409A to the maximum extent possible.

For purposes of Code Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Code Section 409A. To the extent any reimbursements or in-kind benefits due Employee under this Agreement constitutes "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Notwithstanding the foregoing, Employer makes no representations that the payments and benefits provided under this Agreement comply with, or are exempt from compliance from, Code Section 409A and in no event shall Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Code Section 409A.

B. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to Employee in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Code Section 409A and Employee is determined to be a "specified employee" as defined in Code Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until a date that is within five days following (and not before) the six-month anniversary of the date of Employee's termination of employment (the "Specified Employee Payment Date") to the extent required by Code Section 409A. The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Employee in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

15. Assignment. As this is an agreement for personal services involving a relation of confidence and a trust between Employer and Employee, all rights and duties of Employee arising under this Agreement, and the Agreement itself, are non-assignable by Employee.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally or by certified mail to Employee at Employee's place of residence as then recorded on the books of Employer or to Employer at its principal office.

17. Waiver. No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and signed by Employee and an authorized executive officer of Employer. The waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

18. Governing Law. This agreement shall be governed by the laws of the State of Ohio and, to the extent applicable, federal law.

19. Entire Agreement. This Agreement contains the entire agreement of the parties respect to its subject matter and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written, between Employee and Employer, including, without limitation the 2017 Employment Agreement. There

are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement other than awards to be granted under the Red Fiber Holdings, LLC Long-Term Incentive Plan ("2021 LTIP") or a Red Fiber Holdings, LLC Business Value Award Agreement ("CBTS Sale Bonus Agreement"). For the avoidance of doubt, nothing herein affects any of the parties' rights or obligations under the Merger Agreement or any agreements entered into in connection therewith. Employee acknowledges and agrees that Employee has not relied on any oral or written promises or representations other than those explicitly stated in this Agreement. Notwithstanding anything in this Section 19 to the contrary, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2017 Employment Agreement shall remain in full force and effect.

20. Severability. In case anyone or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

21. Successors and Assigns. Subject to the requirements of Paragraph 14 above, this Agreement shall be binding upon Employee, Employer and Employer's successors and assigns.

22. Confidentiality of Agreement Terms. The terms of this Agreement shall be held in strict confidence by Employee and shall not be disclosed by Employee to anyone other than Employee's spouse, Employee's legal counsel and Employee's other advisors, unless required by law. Further, except as provided in the preceding sentence, Employee shall not reveal the existence of this Agreement or discuss its terms with any person (including but not limited to any employee of Employer or its Affiliates) without the express authorization of the President of Employer, provided that Employee shall advise any prospective new employer of the existence of Employee's non-competition, confidentiality and similar obligations under this Agreement. To the extent that the terms of this Agreement have been disclosed by Employer, in a public filing or otherwise, the confidentiality requirements of this Section 22 shall no longer apply to such terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day and year first above written.

CINCINNATI BELL INC.		**EMPLOYEE**	
By:	/s/ Leigh R. Fox	/s/ Thomas E. Simpson	
	Leigh R. Fox	Thomas E. Simpson	
Title:	President and CEO		
Date:	8/31/2021	Date:	8/16/2021

RELEASE OF CLAIMS

This RELEASE OF CLAIMS ("Release") is made by and between Thomas E. Simpson (“Employee”) and Cincinnati Bell Inc. d/b/a altafiber ("the Company").

WHEREAS, the Company and Employee entered into an Employment Agreement effective December 1, 2017, as amended (the “Employment Agreement”); and

WHEREAS, the Company desires to exercise its right to terminate the Employment Agreement pursuant to Section 13.D thereof;

WHEREAS, in Section 13.F of the Employment Agreement Employee agreed to execute and refrain from revoking this Release in consideration of and as a condition precedent to receipt of payments and benefits provided under applicable provisions of Section 13.D of the Employment Agreement; and

WHEREAS, on March 8, 2023 the Board of Directors approved a resolution relating to payments and benefits to be provided to Employee upon termination of employment pursuant to Section 13.D of the Employment Agreement (the Board Resolution);

NOW, THEREFORE, in accordance with Section 13.F of the Employment Agreement and the Senior Management Compensation Arrangements segment of the Board Resolution Employee agrees as follows:

1. Employee (a) separates from employment with the Company effective March 31, 2023 (“Separation-Effective Date”); (b) will not file any administrative charge or lawsuit relating to employment with the Company or separation from employment (provided however that this

provision is not intended to apply to an employee's right to file or assist with a charge of employment discrimination with the Equal Employment Opportunity Commission, a charge of unfair labor practice with the National Labor Relations Board or otherwise engage in protected concerted activity or a whistleblower complaint with the Securities and Exchange Commission or where waiver of the right to file such an administrative charge or complaint otherwise is unenforceable or contrary to law or public policy); (c) fully and completely releases the Company and all of its current and former directors, trustees, officers, employees, agents, all of its related, successor or surviving corporate entities, benefit plans, attorneys, insurers and reinsurers ("Releasees") from any and all claims, including claims of sex, sexual orientation, gender identity, race, national origin, ancestry, age, disability, handicap, religion, marital status, protected veteran or military status discrimination, harassment or retaliation under the Ohio Civil Rights Act, Chapter 4112 of the Ohio Revised Code ("O.R.C."), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e et seq., KRS 344.010 et. seq. the Employee Retirement Income Security Act (ERISA), 29 U.S.C. §§1001 et seq., the Rehabilitation Act of 1973, 29 U.S.C. §§701 et seq., the Reconstruction Era Civil Rights Acts, as amended, 42 U.S.C. §§1981 et seq., the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. §§12101 et seq., the Family and Medical Leave Act, as amended, 29 U.S.C. §§2601 et seq., the Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 et seq. (including without limitation the Older Workers' Benefit Protection Act), the Uniformed Services Employment and Reemployment Rights Act, (USERRA) 38 U.S.C. 4301 et seq., and any similar or related state or local statute, regulation or ordinance, the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2100 et seq. and any similar or related state or local regulation or ordinance, the Employee Polygraph Protection Act (EPPA), 29 U.S.C. §§ 2001, et seq., the Fair Credit Reporting Act

(FCRA), 15 U.S.C. §§1681, et seq., the Ohio Workers Compensation Anti-Retaliation Act, § 4123.90, retaliation under Kentucky Revised Statutes Chapter 342, the Ohio Military Leave Law, Kentucky Military Affairs Law KRS §38.238 and any other federal, state, city, or local statute or ordinance. Employee's release also includes, but is not limited to, claims for compensatory, punitive, liquidated or equitable damages and all common law torts, breach of contract, promissory estoppel, claims for vacation pay, bonus, wrongful termination, claims involving violations of public policy, constructive discharge, or any other claims, which have been, could be or could have been asserted by Employee or on Employee's behalf in any forum arising out of or connected with employment with the Company, the termination of that employment, or any other event or circumstance occurring or existing prior to the Agreement Date, and from all liability whatsoever, whether now known or unknown; and (d) waives any right to damages or payment of attorneys' fees which may have been incurred in connection with the above-described charges, lawsuits or claims or in negotiating this Agreement, except for awards associated with whistleblower complaints.

2. Employee affirms and warrants that he or she has no workplace injuries or occupational diseases. If any portion of this Agreement is held by a Court to be unenforceable, then the remainder of this Agreement shall remain in full force and effect.

3. In addition to the payments and benefits specified in Section 13.D of the Employment Agreement, Employee will receive a lump sum payment of $1,000,000 (less applicable withholdings), in exchange for the surrender of all long-term incentive units granted to Employee under the terms of his Long Term Incentive Plan Unit Award Agreement made under the Red Fiber Holdings, LLC Long-Term Incentive Plan. Subject to Section 13.D(ii) of the Employment Agreement, Employee will receive a lump sum payment of $28,314 (less applicable

withholdings), representing the Company's portion of the cost of 18 months of Employee's medical, dental and vision coverage elections at the rates in effect for 2023.

4. The Company does not, by entering into this Release or otherwise, admit any violation of Title VII, common law, the Ohio Revised Code, contract law, any other statute or law or any of Employee's rights.

5. Employee acknowledges that he continues to be bound by the provisions of the Employment Agreement to the extent such provisions apply to periods following termination of the Employment Agreement pursuant to Section 13.D thereof.

6. Employee acknowledges that the Company has provided a reasonable period of at least twenty-one (21) days to consider this Release. Employee hereby agrees that the above-referenced review period shall not be extended or affected by any material or non-material corrections or amendments to the Release initially presented to Employee by the Company. This Release must be signed and returned not later than 5:00 PM on Friday, April 28, 2023 to Mary Talbot, Chief Legal Officer, 221 E. 4th Street, Cincinnati, OH 45202 (mary.talbot@altafiber.com). To be valid, this Release must be signed and returned as stated herein. By law, Employee may revoke this Release within seven (7) days after signing it by providing written notice of revocation to Ms. Talbot at the address specified in this paragraph. Pursuant to Section 13.F of the Employment Agreement, revocation of this Release relieves the Company of the obligation to pay any amount (other than Base Salary accrued through the separation-effective date specified in paragraph 1 and any Bonus earned for the year preceding the year in which such separation-effective date occurs), otherwise payable to Employee under Section 13 of said Employment Agreement.

7. EMPLOYEE, BY SIGNING THIS RELEASE, UNDERSTANDS THAT HE OR SHE WILL SEPARATE FROM EMPLOYMENT EFFECTIVE ON THE DATE SPECIFIED IN PARAGRAPH ONE, HAS WAIVED ALL CLAIMS AGAINST THE COMPANY AND ITS EMPLOYEES OR OTHER AGENTS, INCLUDING ALL CLAIMS TO REINSTATEMENT, LOST WAGES, BENEFITS OR PAYMENT OF ATTORNEYS' FEES OR OTHER DAMAGES, AND CERTIFIES THAT EMPLOYEE ENTERS INTO THIS RELEASE KNOWINGLY, VOLUNTARILY AND AFTER HAVING THE OPPORTUNITY AND BEING ADVISED TO CONSULT WITH AN ATTORNEY AND TO REVIEW THIS DOCUMENT IN ITS ENTIRETY. EMPLOYEE STATES AND ADMITS THAT IN EXECUTING THIS RELEASE EMPLOYEE DOES NOT RELY, AND HAS NOT RELIED, UPON ANY OTHER REPRESENTATION OR STATEMENT MADE BY THE COMPANY OR BY ANY OF ITS AGENTS, REPRESENTATIVES, OR ATTORNEYS WITH

REGARD TO THIS RELEASE.

/s/ Thomas E. Simpson	Date:	March 27, 2023
Thomas E. Simpson		(Release Date)

Cincinnati Bell Inc. d/b/a altafiber

/s/ Mary E. Talbott	Date:	March 27, 2023
Mary E. Talbott Title: Chief Legal Officer		

Exhibit 10.37

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement") is made as of the Effective Date between Cincinnati Bell Inc. ("Employer") and Christopher J. Wilson ("Employee"). For purposes of this Agreement, the "Effective Date" means the closing date under the Merger Agreement (as defined below).

WHEREAS, the Employee is employed as the Vice President and General Counsel of the Employer;

WHEREAS, the Employee is a party to an employment agreement with Employer, dated December 1, 2017 (the "2017 Employment Agreement");

WHEREAS, the Employer entered into an Agreement and Plan of Merger, dated March 13, 2020, by and between the Employer, Red Fiber Parent LLC, a Delaware limited liability company ("Parent"), and Parent's direct wholly-owned subsidiary RF Merger Sub Inc., an Ohio corporation (the "Merger Agreement");

WHEREAS, the parties to the Merger Agreement and the Employee desire to amend and restate the 2017 Employment Agreement in accordance with the terms set forth herein.

NOW THEREFORE, Employer and Employee agree as follows:

1. Employment. By this Agreement, Employer and Employee set forth the terms of Employer's employment of Employee on and after the Effective Date. Any prior agreements or understandings with respect to Employee's employment by Employer, including the 2017 Employment Agreement, are canceled as of the Effective Date. Notwithstanding the foregoing, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2017 Employment Agreement shall remain in full force and effect.

2. Term of Agreement. The term of this Agreement initially shall be the one-year period commencing on the Effective Date. On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of this Agreement automatically shall be extended for a period of one additional year. Notwithstanding the foregoing, the term of this Agreement is subject to termination as provided in Section 13.

3. Duties.

A. Employee will serve as Vice President and General Counsel for Cincinnati Bell Inc. or in such other equivalent capacity as may be designated by Employer's Chief Executive Officer. Employee will report to the Employer's Chief Executive Officer.

B. Employee shall furnish such managerial, executive, financial, technical and other skills, advice, and assistance in operating Employer and its Affiliates as Employer may

reasonably request. For purposes of this Agreement, “Affiliate” means each corporation or organization that is deemed to be a single employer with Employer under Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended (the “Code”) (i.e., as part of a controlled group of corporations that includes Employer or under common control with Employer).

C. Employee shall also perform such other duties, consistent with the provisions of Section 3.A., as are reasonably assigned to Employee by the Employer’s Chief Executive Officer.

D. Employee shall devote Employee’s entire time, attention and energies to the business of Employer and its Affiliates. The words “entire time, attention and energies” are intended to mean that Employee shall devote Employee’s full effort during reasonable working hours to the business of Employer and its Affiliates and shall devote at least 40 hours per week to the business of Employer and its Affiliates. Employee shall travel to such places as are necessary in the performance of Employee’s duties.

4. Compensation.

A. Employee shall receive a base salary (the “Base Salary”) of at least $379,040 per year, payable not less frequently than monthly, for each year during the term of this Agreement, subject to proration for any partial year. Such Base Salary, and all other amounts payable under this Agreement, shall be subject to withholding as required by law.

B. In addition to the Base Salary, Employee shall be eligible to receive an annual bonus (the “Bonus”) for each calendar year for which services are performed under this Agreement. Any Bonus for a calendar year shall be payable in the calendar year following the calendar year for which the Bonus is earned in accordance with Employer’s regular bonus payment policies. Each year, Employee shall be given a Bonus target of not less than 100% of Base Salary, subject to proration for a partial year. The Bonus target shall be established from time to time by Employer’s Compensation Committee if Employee is a named executive officer for purposes of Employer’s annual proxy statement or is otherwise an executive officer whose compensation is determined by the Compensation Committee, or, if Employee is not so subject, then in accordance with the provisions of Employer’s then existing annual incentive plan or any similar plan made available to employees of Employer (“annual incentive plan”) in which Employee participates. Any Bonus award to Employee shall further be subject to the terms and conditions of any such applicable annual incentive plan.

C. On at least an annual basis, Employee shall receive a formal performance review and be considered for Base Salary and/or Bonus target increases.

5. Expenses. All reasonable and necessary expenses incurred by Employee in the course of the performance of Employee’s duties to Employer shall be reimbursable in accordance with Employer’s then current travel and expense policies.

6. Benefits.

A. While Employee remains in the employ of Employer, Employee shall be eligible to participate in all of the various employee benefit plans and programs, which are made available to similarly situated officers of Employer, in accordance with the eligibility provisions and other terms and conditions of such plans and programs.

B. Notwithstanding anything contained herein to the contrary, the Base Salary and any Bonuses otherwise payable to Employee shall be reduced by any benefits paid to Employee by Employer under any disability plans made available to Employee by Employer ("Disability Plans").

7. Confidentiality. Employer and its Affiliates are engaged in the telecommunications industry within the U.S. Employee acknowledges that in the course of employment with the Employer (including prior to the Effective Date), Employee has been and will be entrusted with or obtain access to information proprietary to Employer and its Affiliates with respect to the following (all of which information is referred to hereinafter collectively as the "Information"); the organization and management of Employer and its Affiliates; the names, addresses, buying habits and other special information regarding past, present and potential customers, employees and suppliers of Employer and its Affiliates; customer and supplier contracts and transactions or price lists of Employer, its Affiliates and their suppliers; products, services, programs and processes sold, licensed or developed by Employer or its Affiliates; technical data, plans and specifications, and present and/or future development projects of Employer and its Affiliates; financial and/or marketing data respecting the conduct of the present or future phases of business of Employer and its Affiliates; computer programs, systems and/or software; ideas, inventions, trademarks, trade secrets, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of Employer and its Affiliates; and other information considered confidential by any of the Employer, its Affiliates or customers or suppliers of Employer and its Affiliates. At all times during the term of this Agreement and thereafter, Employee agrees to retain the Information in absolute confidence and not to disclose the Information to any person or organization except as required in the performance of Employee's duties for Employer, without the express written consent of Employer; provided that Employee's obligation of confidentiality shall not extend to any Information which becomes generally available to the public other than as a result of disclosure by Employee.

8. New Developments. All ideas, inventions, discoveries, concepts, trade secrets, trademarks, service marks or other developments or improvements, whether patentable or not, conceived by Employee, alone or with others, at any time during the term of Employee's employment (including prior to the Effective Date), whether or not during working hours or on Employer's premises, which are within the scope of or related to the business operations of Employer or its Affiliates ("New Developments"), shall be and remain the exclusive property of Employer. Employee agrees that any New Developments which, within one year after the termination of employment with Employer, are made, disclosed, reduced to a tangible or written form or description or are reduced to practice by Employee and which are based upon, utilize or

incorporate Information shall, as between Employee and Employer, be presumed to have been made during Employee's employment by Employer. Employee further agrees that Employee will not, during the term of Employee's employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that Employee will not bring onto Employer premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

At all times during the term of this Agreement and thereafter, Employee shall do all things reasonably necessary to ensure ownership of such New Developments by Employer, including the execution of documents assigning and transferring to Employer all of Employee's rights, title and interest in and to such New Developments and the execution of all documents required to enable Employer to file and obtain patents, trademarks, service marks and copyrights in the United States and foreign countries on any of such New Developments.

9. Surrender of Material Upon Termination. Employee hereby agrees that upon termination of Employee's employment, for whatever reason and whether voluntary or involuntary, Employee will immediately surrender to Employer all of the property and other things of value in his possession or in the possession of any person or entity under Employee's control that are the property of Employer or any of its Affiliates, including without any limitation all personal notes, drawings, manuals, documents, photographs or the like, including copies and derivatives thereof, and e-mails and other electronic and digital information of all types regardless of where or the type of device on which such materials may be stored by Employee, relating directly or indirectly to any Information, materials or New Developments, or relating directly or indirectly to the business of Employer or any of its Affiliates.

10. Remedies.

A. Employer and Employee hereby acknowledge and agree that the services rendered by Employee to Employer, the information disclosed to Employee during and by virtue of Employee's employment (including prior to the Effective Date) and Employee's commitments and obligations to Employer and its Affiliates herein are of a special, unique and extraordinary character, and that the breach of any provision of this Agreement by Employee will cause Employer irreparable injury and damage, and consequently the Employer shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of Sections 7, 8, 9, 11 and 12 of this Agreement and to secure the enforcement of this Agreement.

B. Except as provided in Section 10.A., the parties hereto agree to submit to final and binding arbitration any dispute, claim or controversy, whether for breach of this Agreement or for violation of any of Employee's statutorily created or protected rights, arising between the parties that either party would have been otherwise entitled to file or pursue in court or before any administrative agency (herein "claim"), and each party waives all right to sue the other party.

(i) This agreement to arbitrate and any resulting arbitration award are enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). If the

FAA is held not to apply for any reason, then Ohio Revised Code Chapter 2711 regarding the enforceability of arbitration agreements and awards will govern this Agreement and the arbitration award.

(ii) (a) All of a party's claims must be presented at a single arbitration hearing. Any claim not raised at the arbitration hearing is waived and released. The arbitration hearing will take place in Cincinnati, Ohio.

(b) The arbitration process will be governed by the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") except to the extent they are modified by this Agreement. In the event that any provisions of this Section 10.B. are determined by AAA to be unenforceable or impermissibly contrary to AAA rules, then this Section 10.B. shall be modified as necessary to comply with AAA requirements.

(c) Employee has had an opportunity to review the AAA rules and the requirements that Employee must pay a filing fee for which Employer has agreed to split on an equal basis.

(d) The arbitrator will be selected from a panel of arbitrators chosen by the AAA. After the filing of a Request for Arbitration, the AAA will send simultaneously to Employer and Employee an identical list of names of five persons chosen from the panel. Each party will have 10 days from the transmittal date in which to strike up to two names, number the remaining names in order of preference and return the list to the AAA.

(e) Any pre-hearing disputes will be presented to the arbitrator for expeditious, final and binding resolution.

(f) The award of the arbitrator will be in writing and will set forth each issue considered and the arbitrator's finding of fact and conclusions of law as to each such issue.

(g) If the arbitrator finds that a party has sustained its burden of proof in establishing a violation of applicable law, the arbitrator shall have the same power and authority as would a judge to grant any relief, including costs and attorney's fees, that a court could grant, consistent with applicable principles of common, decisional, and statutory law in the relevant jurisdiction. The arbitrator may assess to either party, or split, the arbitrator's fee and expenses and the cost of the transcript, if any, in accordance with the arbitrator's determination of the merits of each party's position or as principles of equity may require.

(h) Employer and Employee recognize that a primary benefit each derives from arbitration is avoiding the delay and costs normally associated with litigation. Therefore, neither party will be entitled to conduct any discovery prior to the arbitration hearing except that: (i) Employer will furnish Employee with copies of all non-privileged documents in Employee's personnel file; (ii) if the claim is for discharge, Employee will furnish Employer with records of earnings and benefits relating to Employee's subsequent employment (including self-employment) and all documents relating to Employee's efforts to obtain subsequent employment; (iii) the parties will exchange copies of all documents they intend to introduce as

evidence at the arbitration hearing at least 10 days prior to such hearing; (iv) Employee will be allowed (at Employee's expense) to take the depositions, for a period not to exceed four hours each, of two representatives of Employer, and Employer will be allowed (at its expense) to depose Employee for a period not to exceed four hours; and (v) Employer or Employee may ask the arbitrator to grant additional discovery to the extent permitted by AAA rules upon a showing that such discovery is necessary.

(i) Nothing herein will prevent either party from taking the deposition of any witness where the sole purpose for taking the deposition is to use the deposition in lieu of the witness testifying at the hearing and the witness is, in good faith, unavailable to testify in person at the hearing due to poor health, residency and employment more than 50 miles from the hearing site, conflicting travel plans or other comparable reason.

(j) Arbitration must be requested in writing no later than 6 months from the date that the party knew or should have known of the matter disputed by the claim. A party's failure to initiate arbitration within the time limits herein will be considered a waiver and release by that party with respect to any claim subject to arbitration under this Agreement.

(k) Employer and Employee consent that judgment upon the arbitration award may be entered in any federal or state court that has jurisdiction.

(1) Except as provided in Section 10.A., neither party will commence or pursue any litigation on any claim that is or was subject to arbitration under this Agreement. Nothing in this Agreement shall be construed to prevent Employee from filing or participating in a charge of discrimination filed with the EEOC or similar state or local administrative agencies. However, upon receipt of a right to sue letter or similar administrative determination, Employee's claim becomes subject to arbitration as set forth in this this Agreement.

(m) All aspects of any arbitration procedure under this Agreement, including the hearing and the record of the proceedings, are confidential and will not be open to the public, except to the extent the parties agree otherwise in writing, or as may be appropriate in any subsequent proceedings between the parties, or as may otherwise be appropriate in response to a governmental agency or legal process or as may be required to be disclosed by Employer pursuant to applicable law, rule or regulation to which Employer is subject, including requirements of the Securities and Exchange Commission and any stock exchanges on which Employer's securities are listed.

11. Covenant Not to Compete, No Interference; No Solicitation. For purposes of this Section 11 only, the term "Employer" shall mean, collectively, Employer and each of its Affiliates. At all times during the term of this Agreement and during the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not engage in any business offering services related to the current business of Employer, whether as a principal, partner, joint venture, agent, employee, salesman, consultant, director or officer, where such position would involve Employee in any business activity in competition with Employer.

This restriction will be limited to the geographical area where Employer is then engaged in such competing business activity or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of Employer.

During the two-year period following termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee will not interfere with or adversely affect, either directly or indirectly, Employer's relationships with any person, firm, association, corporation or other entity which is known by Employee to be, or is included on any listing to which Employee had access during the course of employment, as a customer, client, supplier, consultant or employee of Employer and that Employee will not divert or change, or attempt to divert or change, any such relationship to the detriment of Employer or to the benefit of any other person, firm, association, corporation or other entity.

During the two-year period following the termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable), Employee shall not, without the prior written consent of Employer, accept employment, as an employee, consultant or otherwise, with any company or entity which is a supplier of Employer at any time during the one-year period prior to the termination of Employee's employment with Employer.

Employee will not, during or at any time within two years after the termination of Employee's employment with Employer, induce or seek to induce any other employee of Employer to terminate his or her employment relationship with Employer.

Employee acknowledges and agrees that the covenants, restrictions, agreements and obligations set forth herein are founded upon valuable consideration and, with respect to the covenants, restrictions, agreements and obligations set forth in this Section 11, are reasonable in duration and geographic scope. The time period and geographical area set forth in this Section 11 are each divisible and separable, and, in the event that the covenants not to compete and/or not to divert business or employees contained therein are judicially held invalid or unenforceable as to such time period and/or geographical area, they will be valid and enforceable in such geographical area(s) and for such time period(s) which the court determines to be reasonable and enforceable. Employee agrees that in the event that any court of competent jurisdiction determines that the above covenants are invalid or unenforceable to join with Employer in requesting such court to construe the applicable provision by limiting or reducing it so as to be enforceable to the extent compatible with the then applicable law. Furthermore, it is agreed that any period of restriction or covenant hereinabove stated shall not include any period of violation or period of time required for litigation or arbitration to enforce such restrictions or covenants.

12. Goodwill. Subject to the provisions of Section 10.B.(ii)(l) above, during the term of this Agreement and thereafter, Employee will not disparage Employer or any of its Affiliates in any way which could adversely affect the goodwill, reputation and business relationships of Employer or any of its Affiliates with the public generally, or with any of their customers,

suppliers or employees, and Employer will not disparage Employee. Employee understands and agrees that Employer shall be entitled to make any such public disclosures as are required by applicable law, rule or regulation regarding Employee, including termination of Employee's employment with Employer, and that any public disclosures so made by Employer and other statements materially consistent with such public disclosures shall not be restricted in any manner by this Section 12.

13. Termination.

A. (i) To the extent permitted by law, Employer or Employee may terminate this Agreement (and Employee's employment hereunder) upon Employee's failure or inability to perform the services required hereunder, because of any physical or mental infirmity for which Employee receives disability benefits under any Disability Plans, over a period of one hundred twenty consecutive working days during any twelve consecutive month period (a "Terminating Disability").

(ii) If Employer or Employee elects to terminate this Agreement in the event of a Terminating Disability, such termination shall be effective immediately upon the giving of written notice by the terminating party to the other.

(iii) Upon termination of this Agreement on account of Terminating Disability, Employer shall pay Employee only Employee's any accrued but unpaid Base Salary to the date of termination, any accrued but unused vacation to the date of termination, any accrued and earned Bonus for the year prior to the year of the termination and any earned and vested benefits under any Employer benefit plan to the date of termination (the "Accrued Compensation") (subject to offset for any amounts received pursuant to the Disability Plans). In the event of a Terminating Disability, Employer also shall provide Employee with disability benefits and all other benefits according to the provisions of the applicable Disability Plans and any other Employer plans in which Employee is then participating.

(iv) If the parties elect not to terminate this Agreement upon an event of a Terminating Disability and Employee returns to active employment with Employer prior to such a termination, or if such disability exists for less than one hundred twenty consecutive working days, the provisions of this Agreement shall remain in full force and effect.

B. This Agreement (and Employee's employment hereunder) terminates immediately and automatically on the death of Employee, provided, however, that Employee's estate shall be paid only Employee's Accrued Compensation as of the date of death.

C. Employer may terminate this Agreement immediately, upon written notice to Employee, for Cause. For purposes of this Agreement, Employer shall have "Cause" to terminate this Agreement only if Employer's Board of Directors reasonably determines in good faith that any one or more of the following has occurred: (a) conviction of any crime (whether or not a felony) involving dishonesty, fraud, embezzlement, or similar crime of moral turpitude; (b) conviction of a felony (other than a traffic violation); (c) acts constituting fraud or willful

misconduct as an employee of the Employer or its Affiliates, including but not limited to misappropriation or embezzlement in the performance of duties as an employee of the Employer or its Affiliates; (d) the willful and continued material failure or refusal of Employee to perform any of his or her duties to the Employer of its Affiliates (other than any such failure resulting from Employee's incapacity due to physical or mental illness) which is reasonably likely to result in material harm to the Employer of its Affiliates; (e) Employee's material violation or breach of the this Agreement, any restrictive covenants under this Agreement or any other restrictive covenant provision the Employee is bound by in any agreement between Employee and the Employer or its Affiliates (f) Employee's material violation or breach of the documented code of ethics, code of conduct or similar document of the Employer or its Affiliates which has been timely provided to, and acknowledged by, Employee; or (g) willfully or grossly negligently engaging in conduct materially injurious to the Employer or its Affiliates. Upon termination for Cause, Employee shall be entitled to receive only Employee's Accrued Compensation to the date of termination.

D. Employer may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employee for any reason other than those set forth in Sections 13.A., B. and C. Notwithstanding the foregoing, Employer may not terminate this Agreement (and Employee's employment hereunder) under this Section 13.D within one year after the Effective Date (the "Protected Period"), provided that the Employer may place the Employee on garden leave during the Protected Period, reducing or eliminating his or her responsibilities during such Protected Period, and will be entitled to terminate the Employee pursuant to this Section 13.D upon expiration of the Protected Period. In addition, Employee may terminate this Agreement (and Employee's employment hereunder) immediately, upon written notice to Employer, as a result of a Constructive Termination. In the event of a termination of this Agreement (and Employee's employment hereunder) by Employer, or by Employee as a result of a Constructive Termination, under this Section 13.D., in addition to the Accrued Compensation:

(i) Employer shall pay Employee in a lump sum cash payment an amount equal to two times the Employee's annual Base Salary rate in effect at the time of the termination of this Agreement within sixty (60) days following Employee's termination of employment with Employer; and

(ii) subject to Employee timely and properly electing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Employer shall provide Employee access to continued medical, dental, and vision coverage for a period of up to eighteen (18) months beginning the first day of the calendar month following Executive's termination of employment and ending on the first to occur of the last day of the eighteenth (18th) month, the date Executive ceases to be eligible for COBRA or the date Executive, his spouse and eligible dependents become eligible to be covered under another employer's medical, dental and vision plans, whichever is sooner(with the cost of such coverage to Employee equal to the active employee rate for the coverage plus applicable tax withholdings on the difference between the

full COBRA premium for the coverage and the active employee rate), provided that, if the Employer determines in its sole discretion that it cannot provide the foregoing subsidy of COBRA coverage without potentially violating or causing the Employer to incur additional expense as a result of noncompliance with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Employer instead will pay Employee a taxable lump sum payment in an amount equal to the monthly COBRA premium (or an equivalent monthly payment in the event the Employee is no longer eligible for COBRA) that Employee would be required to pay to continue the group health coverage in effect on the date of Employee's termination of employment for eighteen (18) months for Employee and Employee's eligible dependents pursuant to the Employer's health insurance plans in which Employee or Employee's eligible dependents participated as of the day of Executive's termination (which amount shall be based on the premium for the first month of COBRA coverage).

E. Employee may resign upon 60 days' prior written notice to Employer. In the event of a resignation under this Section 13.E. this Agreement (and Employee's employment hereunder) shall terminate and Employee shall be entitled to receive only any Accrued Compensation. Should Employee resign, Employer may adjust Employee's authority, reporting relationship, or responsibilities at any time during the 60-day notice period and any such adjustment shall not constitute a Constructive Termination under this Agreement.

F. Upon termination of this Agreement (and Employee's employment hereunder) as a result of an event of termination described in this Section 13 and except for Employer's payment of the required payments under this Section 13 (including any Accrued Compensation), all further compensation under this Agreement shall terminate. Employee further agrees that in order to be entitled to receive any payments under this Section 13 (other than any Accrued Compensation), upon the request of Employer, Employee will execute and not revoke a release of claims against Employer in the Employer standard form, which release shall contain customary and appropriate terms and conditions as determined in good faith by Employer. Such release must be executed and non-revocable within 60 days of Employee's termination of employment provided, however, if such 60-day period commences in one calendar year and ends in the following calendar year, payment of a any amounts under this Section 13 (other than any Accrued Compensation) shall not commence until the first payroll date in the second calendar year. Employee's rights with respect to any award granted under the "2021 LTIP" (as defined below) or the "CBTS Sale Bonus Agreement" (as defined below) shall be determined pursuant to the terms of the applicable plan.

G. The termination of this Agreement (and Employee's employment hereunder) shall not amend, alter or modify the rights and obligations of the parties under Sections 7, 8, 9, 10, 11,12 and 13 hereof, the terms of which shall survive the termination of this Agreement for any reason whatsoever.

H. For purposes of this Section 13 "Change in Control" means a Change in Control as defined under the 2021 LTIP.

(ii) For purposes of Section 13.D., “Constructive Termination” shall be deemed to have occurred if, without Employee’s consent, there is a material reduction by Employer in Employee’s authority, reporting relationship or responsibilities, there is a reduction by Employer in Employee’s Base Salary or Bonus target or Employee is required by Employer to relocate from the Greater Cincinnati, Ohio Area by 50 or more miles. In no event will a Constructive Termination be deemed to occur under this Agreement unless (i) the Employee notifies the Employer in writing of the occurrence of any event that constitutes a Constructive Termination within sixty (60) days of the occurrence of such event, (ii) the Employer does not cure such circumstances within thirty (30) days of receipt of such notice and (iii) the Employee terminates his or her employment within thirty (30) days of such failure to cure. Notwithstanding anything in this Agreement to the contrary, Employee acknowledges and agrees that no reduction in authority, reporting relationship or responsibilities in connection with the transactions contemplated by the Merger Agreement will provide a basis for a Constructive Termination.

I. Notwithstanding any other provision in this Agreement, in the event that it is determined (by the reasonable computation of an independent nationally recognized certified public accounting firm that shall be selected by Employer (the “Accountant”)) that the aggregate amount of the payments, distributions, benefits and entitlements of any type payable by Employer or any affiliate to or for the benefit of Employee (including any payment, distribution, benefit or entitlement made by any person or entity effecting a Change in Control (as defined in the 2021 LTIP)), in each case, that could be considered “parachute payments” within the meaning of Section 280G of the Code (such payments, the “Parachute Payments”) that, but for this Section 13.I. would be payable to Employee, exceeds the greatest amount of Parachute Payments that could be paid to Employee without giving rise to any liability for any excise tax imposed by Code Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest or penalties, collectively referred to as the “Excise Tax”), then the aggregate amount of Parachute Payments payable to Employee shall not exceed the amount which produces the greatest after-tax benefit to Employee after taking into account any Excise Tax to be payable by Employee. For the avoidance of doubt, this provision shall reduce the amount of Parachute Payments otherwise payable to Employee, if doing so would place Employee in a more favorable net after-tax economic position as compared with not reducing the amount of Parachute Payments (taking into account the Excise Tax payable in respect of such Parachute Payments). Any reduction under this Section 280G shall be applied against the payment to be made under Section 13.D.(i).

14. Code Section 409A.

A. This Agreement is intended to comply with Code Section 409A or an exemption thereunder and shall be construed and administered in accordance with Code Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Code Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Code Section 409A as separation pay, as a short-term deferral, or under any other applicable exclusion shall be excluded from Code Section 409A to the maximum extent possible. For purposes of Code Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Code Section 409A. To the extent any reimbursements or in-kind benefits due Employee under this Agreement constitutes "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Notwithstanding the foregoing, Employer makes no representations that the payments and benefits provided under this Agreement comply with, or are exempt from compliance from, Code Section 409A and in no event shall Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Code Section 409A.

B. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to Employee in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Code Section 409A and Employee is determined to be a "specified employee" as defined in Code Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until a date that is within five days following (and not before) the six-month anniversary of the date of Employee's termination of employment (the "Specified Employee Payment Date") to the extent required by Code Section 409A. The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Employee in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

15. Assignment. As this is an agreement for personal services involving a relation of confidence and a trust between Employer and Employee, all rights and duties of Employee arising under this Agreement, and the Agreement itself, are non-assignable by Employee.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally or by certified mail to Employee at Employee's place of residence as then recorded on the books of Employer or to Employer at its principal office.

17. Waiver. No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and signed by Employee and an authorized executive officer of

Employer. The waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

18. Governing Law. This agreement shall be governed by the laws of the State of Ohio and, to the extent applicable, federal law.

19. Entire Agreement. This Agreement contains the entire agreement of the parties respect to its subject matter and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written, between Employee and Employer, including, without limitation the 2017 Employment Agreement. There are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement other than awards to be granted under the Red Fiber Holdings, LLC Long-Term Incentive Plan ("2021 LTIP") or a Red Fiber Holdings, LLC Business Value Award Agreement ("CBTS Sale Bonus Agreement"). For the avoidance of doubt, nothing herein affects any of the parties' rights or obligations under the Merger Agreement or any agreements entered into in connection therewith. Employee acknowledges and agrees that Employee has not relied on any oral or written promises or representations other than those explicitly stated in this Agreement. Notwithstanding anything in this Section 19 to the contrary, if the transactions contemplated by the Merger Agreement are not consummated or if Employee is not employed by Employer as of the Effective Date for any reason, this Agreement will be null and void and the 2017 Employment Agreement shall remain in full force and effect.

20. Severability. In case anyone or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

21. Successors and Assigns. Subject to the requirements of Paragraph 14 above, this Agreement shall be binding upon Employee, Employer and Employer's successors and assigns.

22. Confidentiality of Agreement Terms. The terms of this Agreement shall be held in strict confidence by Employee and shall not be disclosed by Employee to anyone other than Employee's spouse, Employee's legal counsel and Employee's other advisors, unless required by law. Further, except as provided in the preceding sentence, Employee shall not reveal the existence of this Agreement or discuss its terms with any person (including but not limited to any employee of Employer or its Affiliates) without the express authorization of the President of Employer, provided that Employee shall advise any prospective new employer of the existence of Employee's non-competition, confidentiality and similar obligations under this Agreement. To the extent that the terms of this Agreement have been disclosed by Employer, in a public filing or otherwise, the confidentiality requirements of this Section 22 shall no longer apply to such terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day and year first above written.

CINCINNATI BELL INC.		**EMPLOYEE**	
By:	/s/ Leigh R. Fox	/s/ Christopher J. Wilson	
	Leigh R. Fox	Christopher J. Wilson	
Title:	President and CEO		
Date:	8/31/2021	Date:	8/20/2021

Exhibit 10.38

RELEASE OF CLAIMS

This RELEASE OF CLAIMS ("Release") is made by and between Christopher J. Wilson ("Employee") and Cincinnati Bell Inc. d/b/a altafiber ("the Company").

WHEREAS, the Company and Employee entered into an Employment Agreement effective December 1, 2017, as amended (the "Employment Agreement"); and

WHEREAS, the Company desires to exercise its right to terminate the Employment Agreement pursuant to Section 13.D thereof;

WHEREAS, in Section 13.F of the Employment Agreement Employee agreed to execute and refrain from revoking this Release in consideration of and as a condition precedent to receipt of payments and benefits provided under applicable provisions of Section 13.D of the Employment Agreement; and

WHEREAS, on March 8, 2023 the Board of Directors approved a resolution relating to payments and benefits to be provided to Employee upon termination of employment pursuant to Section 13.D of the Employment Agreement (the Board Resolution);

NOW, THEREFORE, in accordance with Section 13.F of the Employment Agreement and the Senior Management Compensation Arrangements segment of the Board Resolution Employee agrees as follows:

1. Employee (a) separates from employment with the Company effective March 31, 2023 ("Separation-Effective Date"); (b) will not file any administrative charge or lawsuit relating to employment with the Company or separation from employment (provided however that this

provision is not intended to apply to an employee's right to file or assist with a charge of employment discrimination with the Equal Employment Opportunity Commission, a charge of unfair labor practice with the National Labor Relations Board or otherwise engage in protected concerted activity or a whistleblower complaint with the Securities and Exchange Commission or where waiver of the right to file such an administrative charge or complaint otherwise is unenforceable or contrary to law or public policy); (c) fully and completely releases the Company and all of its current and former directors, trustees, officers, employees, agents, all of its related, successor or surviving corporate entities, benefit plans, attorneys, insurers and reinsurers ("Releasees") from any and all claims, including claims of sex, sexual orientation, gender identity, race, national origin, ancestry, age, disability, handicap, religion, marital status, protected veteran or military status discrimination, harassment or retaliation under the Ohio Civil Rights Act, Chapter 4112 of the Ohio Revised Code ("O.R.C."), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e et seq., KRS 344.010 et. seq. the Employee Retirement Income Security Act (ERISA), 29 U.S.C. §§1001 et seq., the Rehabilitation Act of 1973, 29 U.S.C. §§701 et seq., the Reconstruction Era Civil Rights Acts, as amended, 42 U.S.C. §§1981 et seq., the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. §§12101 et seq., the Family and Medical Leave Act, as amended, 29 U.S.C. §§2601 et seq., the Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 et seq. (including without limitation the Older Workers' Benefit Protection Act), the Uniformed Services Employment and Reemployment Rights Act, (USERRA) 38 U.S.C. 4301 et seq., and any similar or related state or local statute, regulation or ordinance, the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2100 et seq. and any similar or related state or local regulation or ordinance, the Employee Polygraph Protection Act (EPPA), 29 U.S.C. §§ 2001, et seq., the Fair Credit Reporting Act

(FCRA), 15 U.S.C. §§1681, et seq., the Ohio Workers Compensation Anti-Retaliation Act, § 4123.90, retaliation under Kentucky Revised Statutes Chapter 342, the Ohio Military Leave Law, Kentucky Military Affairs Law KRS §38.238 and any other federal, state, city, or local statute or ordinance. Employee's release also includes, but is not limited to, claims for compensatory, punitive, liquidated or equitable damages and all common law torts, breach of contract, promissory estoppel, claims for vacation pay, bonus, wrongful termination, claims involving violations of public policy, constructive discharge, or any other claims, which have been, could be or could have been asserted by Employee or on Employee's behalf in any forum arising out of or connected with employment with the Company, the termination of that employment, or any other event or circumstance occurring or existing prior to the Agreement Date, and from all liability whatsoever, whether now known or unknown; and (d) waives any right to damages or payment of attorneys' fees which may have been incurred in connection with the above-described charges, lawsuits or claims or in negotiating this Agreement, except for awards associated with whistleblower complaints.

2. Employee affirms and warrants that he or she has no workplace injuries or occupational diseases. If any portion of this Agreement is held by a Court to be unenforceable, then the remainder of this Agreement shall remain in full force and effect.

3. In addition to the payments and benefits specified in Section 13.D of the Employment Agreement: (a) Employee will be deemed vested in 40% of the Long Term Incentive Plan ("LTIP") Units granted to him upon termination of his Employment Agreement pursuant to the terms of the LTIP Unit Award Agreement, made under the Red Fiber Holdings, LLC Long- Term Incentive Plan, provided that, in the event the Red Fiber Holdings, LLC Long-Term Incentive Plan is subsequently amended or superseded, Employee's vested LTIP Units will

be carried over to such amended or superseded plan, consistent with other grantees; (b) Employee will receive a lump sum payment of $292,808 (less applicable withholdings) in lieu of his salary for the period April 1, 2023 through December 31, 2023; and (c) subject to Section 13.D(ii) of the Employment Agreement, Employee will receive a lump sum payment of $42,768 (less applicable withholdings), representing the Company's portion of the cost of 27 months of his medical, dental and vision coverage elections at the rates in effect for 2023.

4. The Company does not, by entering into this Release or otherwise, admit any violation of Title VII, common law, the Ohio Revised Code, contract law, any other statute or law or any of Employee's rights.

5. Employee acknowledges that he or she continues to be bound by the provisions of the Employment Agreement to the extent such provisions apply to periods following termination of the Employment Agreement pursuant to Section 13.D thereof.

6. Employee acknowledges that the Company has provided a reasonable period of at least twenty-one (21) days to consider this Release. Employee hereby agrees that the above-referenced review period shall not be extended or affected by any material or non-material corrections or amendments to the Release initially presented to Employee by the Company. This Release must be signed and returned not later than 5:00 PM on Friday, April 28, 2023 to Mary Talbot, Chief Legal Officer, 221 E. 4th Street, Cincinnati, OH 45202 (mary.talbot@altafiber.com). To be valid, this Release must be signed and returned as stated herein. By law, Employee may revoke this Release within seven (7) days after signing it by providing written notice of revocation to Ms. Talbot at the address specified in this paragraph. Pursuant to Section 13.F of the Employment Agreement, revocation of this Release relieves the Company of the obligation to pay any amount (other than Base Salary accrued through the

separation-effective date specified in paragraph 1 and any Bonus earned for the year preceding the year in which such separation-effective date occurs), otherwise payable to Employee under Section 13 of said Employment Agreement.

7. EMPLOYEE, BY SIGNING THIS RELEASE, UNDERSTANDS THAT HE OR SHE WILL SEPARATE FROM EMPLOYMENT EFFECTIVE ON THE DATE SPECIFIED IN PARAGRAPH ONE, HAS WAIVED ALL CLAIMS AGAINST THE COMPANY AND ITS EMPLOYEES OR OTHER AGENTS, INCLUDING ALL CLAIMS TO REINSTATEMENT, LOST WAGES, BENEFITS OR PAYMENT OF ATTORNEYS' FEES OR OTHER DAMAGES, AND CERTIFIES THAT EMPLOYEE ENTERS INTO THIS RELEASE KNOWINGLY, VOLUNTARILY AND AFTER HAVING THE OPPORTUNITY AND BEING ADVISED TO CONSULT WITH AN ATTORNEY AND TO REVIEW THIS DOCUMENT IN ITS ENTIRETY. EMPLOYEE STATES AND ADMITS THAT IN EXECUTING THIS RELEASE EMPLOYEE DOES NOT RELY, AND HAS
NOT RELIED, UPON ANY OTHER REPRESENTATION OR STATEMENT MADE BY THE
COMPANY OR BY ANY OF ITS AGENTS, REPRESENTATIVES, OR ATTORNEYS WITH

REGARD TO THIS RELEASE.

/s/ Christopher J. Wilson	Date:	March 27, 2023
Christopher J. Wilson		(Release Date)

Cincinnati Bell Inc. d/b/a altafiber

/s/ Mary E. Talbott	Date:	March 27, 2023
Mary E. Talbott Title: Chief Legal Officer		

Exhibit 21

Subsidiaries of the Registrant
(as of March 25, 2024)

Subsidiary Name	State or Country of Incorporation or Formation
Cincinnati Bell Wireless, LLC	Ohio
CBTS LLC	Delaware
Cincinnati Bell Funding LLC	Delaware
Cincinnati Bell Telephone Company LLC	Ohio
Cincinnati Bell Extended Territories LLC	Ohio
CBTS Federal LLC	Delaware
CBTS Technology Solutions LLC	Delaware
CBTS Virginia LLC	Virginia
CBTS Technology Solutions India LLP	India
CBTS Technology Solutions Ireland Limited	Ireland
CBTS Technology Solutions UK Ltd.	United Kingdom
OnX Enterprise Solutions Ltd.	Ontario
Cincinnati Bell Funding Canada Ltd.	Ontario
Hawaiian Telcom Holdco, Inc.	Delaware
Hawaiian Telcom Communications, Inc.	Delaware
Hawaiian Telcom Federal LLC	Delaware
Hawaiian Telcom, Inc.	Hawaii
Hawaiian Telcom Services Company, Inc.	Delaware
Wavecom Solutions Corporation	Hawaii
SystemMetrics Corporation	Hawaii
Agile IWG Holdings, LLC	Delaware
BridgeLink Communications LLC	Delaware
CBTS Funding LLC	Delaware
Agile Network Builders LLC	Delaware
Agile Connect, LLC	Delaware
Agile Towers, LLC	Delaware
Agile Airband Ohio, LLC	Delaware
Agile Networks Indiana, LLC	Delaware
Agile Networks Site Development, LLC	Delaware
Digital Access Ohio LLC	Delaware
CBTS Extended Territories LLC	Delaware
altafiber Virginia LLC	Virginia
Agile TT Holdings LLC	Delaware
Ohio TT Coshocton Project LLC	Ohio
Ohio TT Coshocton Tower LLC	Ohio
Ohio TT Connect Coshocton LLC	Ohio
Ohio TT Perry County Project LLC	Ohio
Ohio TT Perry County Tower LLC	Ohio
Ohio TT Connect Perry County LLC	Ohio
Ohio TT Ashtabula Project LLC	Ohio
Ohio TT Ashtabula Tower LLC	Ohio
Ohio TT Connect Ashtabula LLC	Ohio

Exhibit 24

POWER OF ATTORNEY

WHEREAS, Cincinnati Bell Inc., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, an annual report on Form 10-K for the year ended December 31, 2023 and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby designates and appoints Leigh R. Fox, Joshua T. Duckworth and Mary E. Talbott, and each of them singly, her attorneys for her and in her name, place and stead, and in her office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as she might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 18th day of March, 2024.

/s/ Kelly C. Atkinson
Kelly C. Atkinson
Director

STATE OF NORTH CAROLINA)
) SS
COUNTY OF NEW HANOVER)

On this 18th day of March, 2024, personally appeared before me Kelly C. Atkinson, to me known and known to me to be the person described in and who executed the foregoing one page instrument titled Power of Attorney, dated March 18th, 2024, and she duly acknowledged to me that she executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 18th day of March, 2024.

/s/ Ebony G. Sharp
Ebony G. Sharp
Notary Public, State of North Carolina
My Commission Expires: October 2, 2028

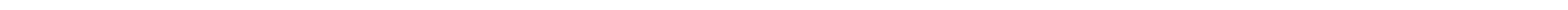

Exhibit 24

POWER OF ATTORNEY

WHEREAS, Cincinnati Bell Inc., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, an annual report on Form 10-K for the year ended December 31, 2023 and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby designates and appoints Leigh R. Fox, Joshua T. Duckworth and Mary E. Talbott, and each of them singly, his attorneys for his and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 19th day of March, 2024.

/s/ Felix A. Bernshteyn.
Felix A. Bernshteyn
Director

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On this 19th day of March, 2024, personally appeared before me Felix A. Bernshteyn, to me known and known to me to be the person described in and who executed the foregoing one page instrument titled Power of Attorney, dated March 19th, 2024, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 19th day of March, 2024.

/s/ Mari Newhoff
Mari Newhoff
Notary Public, State of California
My commission expires: October 24, 2025

Exhibit 24

POWER OF ATTORNEY

WHEREAS, Cincinnati Bell Inc., an Ohio corporation (hereinafter referred to as the “Company”), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, an annual report on Form 10-K for the year ended December 31, 2023 and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby designates and appoints Leigh R. Fox, Joshua T. Duckworth and Mary E. Talbott, and each of them singly, his attorneys for his and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 18th day of March, 2024.

/s/ Mikhail Y. Dyadyuk
Mikhail Y. Dyadyuk
Director

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 18th day of March, 2024, personally appeared before me Mikhail Dyadyuk, to me known and known to me to be the person described in and who executed the foregoing one page instrument titled Power of Attorney, dated March 18th, 2024, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 18th day of March, 2024.

/s/ Robert Barisciano
Robert Barisciano
Notary Public, State of New York
My commission expires: March 28, 2027

Exhibit 24

POWER OF ATTORNEY

WHEREAS, Cincinnati Bell Inc., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, an annual report on Form 10-K for the year ended December 31, 2023 and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby designates and appoints Leigh R. Fox, Joshua T. Duckworth and Mary E. Talbott, and each of them singly, his attorneys for his and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 19th day of March, 2024.

/s/ F. Gregory Guerra
F. Gregory Guerra
Director

STATE OF North Carolina)
) SS
COUNTY of Mecklenburg)

On this 19th day of March, 2024, personally appeared before me F. Gregory Guerra, to me known and known to me to be the person described in and who executed the foregoing one page instrument titled Power of Attorney, dated March 19th, 2024, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 19th day of March, 2024.

/s/ Vladimir Bogatyrchuk
Vladimir Bogatyrchuk
Notary Public, State of North Carolina
My Commission Expires: August 23, 2027

Exhibit 24

POWER OF ATTORNEY

WHEREAS, Cincinnati Bell Inc., an Ohio corporation (hereinafter referred to as the “Company”), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, an annual report on Form 10-K for the year ended December 31, 2023 and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby designates and appoints Leigh R. Fox, Joshua T. Duckworth and Mary E. Talbott, and each of them singly, her attorneys for her and in her name, place and stead, and in her office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as she might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 18th day of March, 2024.

/s/ Colleen W. Hanabusa
Colleen W. Hanabusa
Director

STATE OF HAWAII)
) SS
CITY and COUNTY of HONOLULU)

On this 18th day of March, 2024, personally appeared before me Colleen W. Hanabusa, to me known and known to me to be the person described in and who executed the foregoing one page instrument titled Power of Attorney, dated March 18th, 2024, and she duly acknowledged to me that she executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 18th day of March, 2024.

/s/ Ryan J. Loeffers
Ryan J. Loeffers
Notary Public, State of Hawaii
My Commission Expires: January 29, 2027

Exhibit 24

POWER OF ATTORNEY

WHEREAS, Cincinnati Bell Inc., an Ohio corporation (hereinafter referred to as the “Company”), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, an annual report on Form 10-K for the year ended December 31, 2023 and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby designates and appoints Leigh R. Fox, Joshua T. Duckworth and Mary E. Talbott, and each of them singly, his attorneys for his and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 20th day of March, 2024.

/s/ John T. Komeiji
John T. Komeiji
Director

STATE OF HAWAII)
) SS
CITY and COUNTY of HONOLULU)

On this 20th day of March, 2024, personally appeared before me John T. Komeiji, to me known and known to me to be the person described in and who executed the foregoing one page instrument titled Power of Attorney, dated March 20th, 2024, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 20th day of March, 2024.

/s/ Jodi M. Hayashida
Jodi M. Hayashida
Notary Public, State of Hawaii
My Commission Expires: July 10, 2024

Exhibit 24

POWER OF ATTORNEY

WHEREAS, Cincinnati Bell Inc., an Ohio corporation (hereinafter referred to as the “Company”), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, an annual report on Form 10-K for the year ended December 31, 2023 and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby designates and appoints Leigh R. Fox, Joshua T. Duckworth and Mary E. Talbott, and each of them singly, his attorneys for his and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 19th day of March, 2024.

/s/ Steven Kutos
Steven Kutos
Director

STATE OF CALIFORNIA)
) SS
COUNTY of LOS ANGELES)

On this 19th day of March, 2024, personally appeared before me Steven Kutos, to me known and known to me to be the person described in and who executed the foregoing one page instrument titled Power of Attorney, dated March 19th, 2024, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 19th day of March, 2024.

/s/ Mari Newhoff
Mari Newhoff
Notary Public, State of California
My Commission Expires: October 24, 2025

Exhibit 24

POWER OF ATTORNEY

WHEREAS, Cincinnati Bell Inc., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, an annual report on Form 10-K for the year ended December 31, 2023 and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby designates and appoints Leigh R. Fox, Joshua T. Duckworth and Mary E. Talbott, and each of them singly, her attorneys for her and in her name, place and stead, and in her office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as she might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 19th day of March, 2024.

/s/ Christina M. Wire
Christina M. Wire
Director

STATE OF CALIFORNIA)
) SS
COUNTY of SAN MATEO)

On this 19th day of March, 2024, personally appeared before me Christina M. Wire, to me known and known to me to be the person described in and who executed the foregoing one page instrument titled Power of Attorney, dated March 19th, 2024, and she duly acknowledged to me that she executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 19th day of March, 2024.

/s/ Maya Maray Barrow
Maya Maray Barrow
Notary Public, State of California
My Commission Expires: October 21, 2025

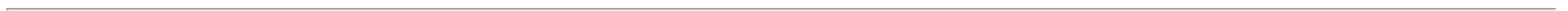

Exhibit 31.1

Certifications

I, Leigh R. Fox, Chief Executive Officer, certify that:

1. I have reviewed this annual report on Form 10-K of Cincinnati Bell Inc;

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

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

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

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

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

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

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

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

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

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

Date: March 25, 2024

/s/ Leigh R. Fox
Leigh R. Fox
Chief Executive Officer

Exhibit 31.2

Certifications

I, Joshua T. Duckworth, Chief Financial Officer, certify that:

1. I have reviewed this annual report on Form 10-K of Cincinnati Bell Inc;

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

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

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

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

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

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

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

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

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

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

Date: March 25, 2024

/s/ Joshua T. Duckworth

Joshua T. Duckworth
Chief Financial Officer