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*Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
	)	
WINDSTREAM HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 19-22312 (RDD)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF FILING OF SECOND AMENDED PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE THAT** on June 3, 2020, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the plan supplement (the “Plan Supplement”) [Docket No. 1973], in support of the *First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1812] (as may be modified, amended, or supplemented from time to time, the “Plan”)² filed in these chapter 11 cases on May 14, 2020.

**PLEASE TAKE FURTHER NOTICE** that on June 10, 2020, the Debtors filed an amendment to the plan supplement (the “First Amended Plan Supplement”) [Docket No. 2010] in support of the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the

<sup>1</sup> The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kcellc.net/windstream>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Plan.



documents contained in the Plan Supplement will be approved by the Court pursuant to the Confirmation Order.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors hereby file the following Plan Supplement documents (the “Second Amended Plan Supplement”):

<u>Exhibit</u>	<u>Description</u>
A-1	First Amendment to the Assumed Executory Contracts/Unexpired Leases Schedule
B-1	First Amendment to the Rejected Executory Contracts/Unexpired Leases Schedule
D	Ownership Certification Form
E	Special Warrant Agreement
F	Governance Term Sheet
G	Description of Restructuring Transactions
H	Rights Offering Documentation
H-1	Rights Offering Procedures
H-2	Subscription Agreement
H-3	Subscription Forms

**PLEASE TAKE FURTHER NOTICE THAT** certain documents, or portions thereof, contained in the Second Amended Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto. The Debtors reserve the right to alter, amend, modify, or supplement any document in this Second Amended Plan Supplement in accordance with the Plan at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court; *provided* that if any document in this Second Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Confirmation Hearing, the Debtors will file a blackline of such document with the Court.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **June 17, 2020, at 4:00 p.m.** prevailing Eastern Time (the “Objection Deadline”). Any objection to the Plan must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* by the Objection Deadline:

<b>Debtors</b>	<b>Counsel to the Debtors</b>
Windstream Holdings, Inc. 4001 North Rodney Parham Road, Little Rock, Arkansas 72212 Attn: Kristi M. Moody	Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022-4611 Attn: Stephen Hessler, P.C. Marc Kieselstein, P.C.  300 North LaSalle Chicago, Illinois 60654 Attn: Ross M. Kwasteniet, P.C. Brad Weiland John R. Luze
<b>United States Trustee</b>	<b>Counsel to the Creditors' Committee</b>
Office of the United States Trustee for the Southern District of New York 201 Varick Street, Suite 1006 New York, New York 10014 Attn: Paul K. Schwartzberg	Morrison & Foerster LLP 250 West 55th Street New York, New York 10019 Attn: Lorenzo Marinuzzi Todd M. Goren Jennifer L. Marines Erica J. Richards

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors will seek confirmation of the Plan at the Confirmation Hearing scheduled for **June 24, 2020, at 10:00 a.m.** prevailing Eastern Time, before the Honorable Robert D. Drain, in the United States Bankruptcy Court for the Southern District of New York, located at 300 Quarropas Street, White Plains, New York 10601-4140.

**PLEASE TAKE FURTHER NOTICE THAT** copies of all documents filed in these chapter 11 cases are available free of charge by visiting the website of Kurtzman Carson Consultants LLC at <http://www.kccllc.net/windstream>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov/> in accordance with the procedures and fees set forth therein.

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Dated: June 15, 2020  
New York, New York

*/s/ Stephen E. Hessler*

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Stephen E. Hessler, P.C.

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**Exhibit A-1**

**First Amendment to the Assumed Executory Contracts/Unexpired Leases Schedule**

Exhibit A of the Plan Supplement is amended as follows. Except as expressly modified herein, Exhibit A of the Plan Supplement remains unchanged.

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
11,725	382 COMMUNICATIONS CORPORATION 400 CROWN COLONY DRIVE, 6TH FLOOR QUINCY, MA 02169	Earthlink Business, LLC	Terminations agreement dated 06/14/2012	\$1,069.00
11,726	382 COMMUNICATIONS CORPORATION 400 CROWN COLONY DRIVE, 6TH FLOOR QUINCY, MA 02169	Earthlink Business, LLC	Amendment to service agreement dated 04/30/2012	See above
11,727	382 COMMUNICATIONS CORPORATION 400 CROWN COLONY DRIVE, 6TH FLOOR QUINCY, MA 02169	Earthlink Carrier, LLC	Amendment to service agreement dated 05/01/2015	See above
11,728	ABIS SOLUTIONS LLC 10220 SOUTH DOLFIELD ROAD, SUITE 209C OWINGS MILLS, MD 21117	Windstream Services, LLC	Service Agreement dated 12/09/2016	\$0.00
11,729	ABIS SOLUTIONS LLC 10220 S DOLFIELD RD STE 209C OWINGS MILLS, MD 21117	Windstream Supply, LLC	Service Agreement for Contractors dated 05/26/2017	See above
2,837	COX BUSINESS SERVICES, LLC 1400 LAKE HEARN DRIVE, NE ATLANTA, GA 30319	Earthlink Business, LLC	Master Agreement dated 12/21/2012	TBD \$2,070,000.00
2,838	COX BUSINESS SERVICES, LLC 1400 LAKE HEARN DRIVE, NE ATLANTA, GA 30319	Windstream Communications, LLC	Master Agreement dated 12/21/2012	See above
2,839	COX COMMUNICATIONS 1400 LAKE HEARN DRIVE, N.E. ATLANTA, GA 30319		Master Service Agreement	See above
2,840	COX COMMUNICATIONS 1400 LAKE HEARN DRIVE, N.E. ATLANTA, GA 30319		Master Service Agreement	See above
2,841	COX COMMUNICATIONS 1400 LAKE HEARN DRIVE, N.E. ATLANTA, GA 30319	Windstream Communications, LLC	Master Agreement dated 07/14/2014	See above
2,842	COX COMMUNICATIONS 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - L186-PA-2582	See above
2,843	COX COMMUNICATIONS 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream Communications, LLC	Executory Contract (including all amendments thereto) - L456-AR-003	See above
2,844	COX COMMUNICATIONS 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	McLeodUSA Telecommunications Services, L.L.C.	Executory Contract (including all amendments thereto) - I074-TX-097	See above
2,845	COX COMMUNICATIONS 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	McLeodUSA Telecommunications Services, L.L.C.	Executory Contract (including all amendments thereto) - I074-TX-098	See above
2,846	COX COMMUNICATIONS 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - I186-OK-0512	See above
2,847	COX COMMUNICATIONS 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - M186-OK- 1090	See above
2,848	COX COMMUNICATIONS INC. 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - M186-OH- 1624	See above
2,849	COXCOM, LLC 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream Communications, LLC	Executory Contract (including all amendments thereto) - L489-AR-1029	See above
2,850	COXCOM, LLC 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream Communications, LLC	Executory Contract (including all amendments thereto) - M489-AR- 1012	See above
2,851	COXCOM, LLC 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream Communications, LLC	Executory Contract (including all amendments thereto) - M481-AR- 1013	See above
2,852	COXCOM, LLC 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - M186-AR- 1161	See above
2,853	COXCOM, LLC 6205 PEACHTREE DUNWOODY RD SANDY SPRINGS, GA 30328	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - L186-AR-1162	See above
3,785	ELEMENT - FKA PHH 16388 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Windstream Communications, LLC	Purchase Agreement dated 01/29/2014	\$6,777,229.00 \$7,312,906.83
3,786	ELEMENT - FKA PHH 940 RIDGEBROOK ROAD SPARKS, MD 21152-9390	Windstream Communications, LLC	Service Agreement dated 10/25/2010	See above
3,787	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH- 2306	See above
3,788	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH- 2305	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,789	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2269	See above
3,790	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2266	See above
3,791	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NY-2262	See above
3,792	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2265	See above
3,793	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2308	See above
3,794	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2289	See above
3,795	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2295	See above
3,796	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2291	See above
3,797	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2261	See above
3,798	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2264	See above
3,799	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2263	See above
3,800	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NY-2288	See above
3,801	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2270	See above
3,802	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2271	See above
3,803	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2273	See above
3,804	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2286	See above
3,805	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2283	See above
3,806	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2281	See above
3,807	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2282	See above
3,808	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2296	See above
3,809	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2267	See above
3,810	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2268	See above
3,811	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2276	See above
3,812	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2259	See above
3,813	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2260	See above
3,814	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2258	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,815	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2300	See above
3,816	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2299	See above
3,817	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2284	See above
3,818	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2279	See above
3,819	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2287	See above
3,820	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2278	See above
3,821	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2302	See above
3,822	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2303	See above
3,823	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2304	See above
3,824	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2301	See above
3,825	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2298	See above
3,826	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2292	See above
3,827	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2293	See above
3,828	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2290	See above
3,829	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2294	See above
3,830	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2297	See above
3,831	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2272	See above
3,832	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2753	See above
3,833	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2616	See above
3,834	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2644	See above
3,835	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2561	See above
3,836	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2560	See above
3,837	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2604	See above
3,838	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2602	See above
3,839	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2632	See above
3,840	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2608	See above



Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,841	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2612	See above
3,842	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2614	See above
3,843	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2615	See above
3,844	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2642	See above
3,845	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2351	See above
3,846	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2559	See above
3,847	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2558	See above
3,848	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2621	See above
3,849	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2581	See above
3,850	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2346	See above
3,851	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2348	See above
3,852	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2626	See above
3,853	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2562	See above
3,854	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2578	See above
3,855	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2599	See above
3,856	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2597	See above
3,857	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2625	See above
3,858	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2620	See above
3,859	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2624	See above
3,860	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2584	See above
3,861	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2571	See above
3,862	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2563	See above
3,863	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2627	See above
3,864	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2590	See above
3,865	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2539	See above
3,866	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2619	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,867	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2593	See above
3,868	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2557	See above
3,869	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2540	See above
3,870	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2592	See above
3,871	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2583	See above
3,872	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2547	See above
3,873	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2543	See above
3,874	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2588	See above
3,875	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2542	See above
3,876	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2587	See above
3,877	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2633	See above
3,878	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2553	See above
3,879	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2554	See above
3,880	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2555	See above
3,881	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2623	See above
3,882	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2574	See above
3,883	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2556	See above
3,884	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2598	See above
3,885	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2576	See above
3,886	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2609	See above
3,887	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2611	See above
3,888	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NY-2337	See above
3,889	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2601	See above
3,890	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2646	See above
3,891	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2606	See above
3,892	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2537	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,893	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2349	See above
3,894	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2618	See above
3,895	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2622	See above
3,896	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2579	See above
3,897	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2350	See above
3,898	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - temp_9685F090-3B72-4343-BEEB-1EF6773B96DD	See above
3,899	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2752	See above
3,900	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2400	See above
3,901	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2505	See above
3,902	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2504	See above
3,903	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2497	See above
3,904	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2496	See above
3,905	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2498	See above
3,906	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2514	See above
3,907	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2512	See above
3,908	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2511	See above
3,909	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2503	See above
3,910	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2494	See above
3,911	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2544	See above
3,912	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2538	See above
3,913	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2510	See above
3,914	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2515	See above
3,915	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2493	See above
3,916	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2524	See above
3,917	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2527	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,918	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2523	See above
3,919	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2525	See above
3,920	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2568	See above
3,921	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2567	See above
3,922	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2569	See above
3,923	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2499	See above
3,924	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2634	See above
3,925	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2502	See above
3,926	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2343	See above
3,927	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2344	See above
3,928	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MN-2425	See above
3,929	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2507	See above
3,930	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MN-2426	See above
3,931	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MN-2424	See above
3,932	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2565	See above
3,933	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2406	See above
3,934	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2589	See above
3,935	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2500	See above
3,936	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2501	See above
3,937	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2638	See above
3,938	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2566	See above
3,939	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2580	See above
3,940	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2629	See above
3,941	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2339	See above
3,942	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2577	See above
3,943	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2591	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,944	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2341	See above
3,945	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2586	See above
3,946	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2582	See above
3,947	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2338	See above
3,948	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2342	See above
3,949	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2418	See above
3,950	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2417	See above
3,951	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2421	See above
3,952	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2419	See above
3,953	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2398	See above
3,954	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2345	See above
3,955	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2636	See above
3,956	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2394	See above
3,957	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2628	See above
3,958	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2534	See above
3,959	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2423	See above
3,960	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2595	See above
3,961	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2594	See above
3,962	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MN-2427	See above
3,963	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MN-2428	See above
3,964	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2396	See above
3,965	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2405	See above
3,966	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2399	See above
3,967	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2404	See above
3,968	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2422	See above
3,969	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2395	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,970	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2401	See above
3,971	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2402	See above
3,972	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2530	See above
3,973	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2420	See above
3,974	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2575	See above
3,975	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2570	See above
3,976	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2522	See above
3,977	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2546	See above
3,978	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2564	See above
3,979	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2519	See above
3,980	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2403	See above
3,981	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2495	See above
3,982	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2492	See above
3,983	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2508	See above
3,984	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2520	See above
3,985	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2528	See above
3,986	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2509	See above
3,987	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2516	See above
3,988	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2506	See above
3,989	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2573	See above
3,990	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2416	See above
3,991	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IN-2327	See above
3,992	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2430	See above
3,993	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2431	See above
3,994	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2432	See above
3,995	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2397	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
3,996	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2436	See above
3,997	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2437	See above
3,998	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2435	See above
3,999	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2531	See above
4,000	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2532	See above
4,001	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2549	See above
4,002	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2450	See above
4,003	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2451	See above
4,004	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2352	See above
4,005	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2336	See above
4,006	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2453	See above
4,007	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2445	See above
4,008	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2446	See above
4,009	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2331	See above
4,010	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2443	See above
4,011	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2639	See above
4,012	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2452	See above
4,013	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2643	See above
4,014	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2330	See above
4,015	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2444	See above
4,016	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2640	See above
4,017	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2334	See above
4,018	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2641	See above
4,019	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2373	See above
4,020	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2335	See above
4,021	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2364	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
4,022	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2333	See above
4,023	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2361	See above
4,024	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2363	See above
4,025	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2359	See above
4,026	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2362	See above
4,027	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2358	See above
4,028	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2374	See above
4,029	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2457	See above
4,030	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2393	See above
4,031	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2449	See above
4,032	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2392	See above
4,033	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2448	See above
4,034	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2438	See above
4,035	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2447	See above
4,036	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2360	See above
4,037	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2390	See above
4,038	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2439	See above
4,039	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2389	See above
4,040	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2388	See above
4,041	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2381	See above
4,042	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2459	See above
4,043	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2370	See above
4,044	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2375	See above
4,045	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2376	See above
4,046	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2372	See above
4,047	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2458	See above



Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
4,048	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2631	See above
4,049	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2429	See above
4,050	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OK-2332	See above
4,051	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2356	See above
4,052	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2645	See above
4,053	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2357	See above
4,054	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2354	See above
4,055	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2442	See above
4,056	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2371	See above
4,057	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2440	See above
4,058	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2441	See above
4,059	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-MO-2353	See above
4,060	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2635	See above
4,061	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2648	See above
4,062	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2456	See above
4,063	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2617	See above
4,064	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2521	See above
4,065	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2455	See above
4,066	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2309	See above
4,067	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2533	See above
4,068	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2647	See above
4,069	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2385	See above
4,070	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2517	See above
4,071	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2518	See above
4,072	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2382	See above
4,073	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2630	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
4,074	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2637	See above
4,075	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2391	See above
4,076	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2383	See above
4,077	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2380	See above
4,078	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2365	See above
4,079	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2366	See above
4,080	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2454	See above
4,081	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2387	See above
4,082	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2460	See above
4,083	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2355	See above
4,084	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2329	See above
4,085	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2386	See above
4,086	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AZ-2328	See above
4,087	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2377	See above
4,088	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2378	See above
4,089	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2379	See above
4,090	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2552	See above
4,091	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2142	See above
4,092	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-PA-2143	See above
4,093	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2536	See above
4,094	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2180	See above
4,095	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2585	See above
4,096	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2192	See above
4,097	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2198	See above
4,098	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2199	See above
4,099	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2190	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
4,100	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2184	See above
4,101	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2154	See above
4,102	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2149	See above
4,103	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2202	See above
4,104	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NC-2610	See above
4,105	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2166	See above
4,106	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2083	See above
4,107	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2162	See above
4,108	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2085	See above
4,109	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2181	See above
4,110	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2073	See above
4,111	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2074	See above
4,112	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-SC-2596	See above
4,113	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2189	See above
4,114	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2179	See above
4,115	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2176	See above
4,116	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2182	See above
4,117	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2170	See above
4,118	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2175	See above
4,119	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2195	See above
4,120	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2167	See above
4,121	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2526	See above
4,122	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2146	See above
4,123	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2145	See above
4,124	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2148	See above
4,125	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2147	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
4,126	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2086	See above
4,127	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2087	See above
4,128	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2088	See above
4,129	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2089	See above
4,130	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2090	See above
4,131	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2078	See above
4,132	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2077	See above
4,133	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2080	See above
4,134	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2150	See above
4,135	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2188	See above
4,136	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2191	See above
4,137	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2076	See above
4,138	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2160	See above
4,139	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2200	See above
4,140	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2196	See above
4,141	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2069	See above
4,142	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NM-2144	See above
4,143	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2141	See above
4,144	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2070	See above
4,145	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2139	See above
4,146	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2071	See above
4,147	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2072	See above
4,148	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2197	See above
4,149	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2535	See above
4,150	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2607	See above
4,151	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2551	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
4,152	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2545	See above
4,153	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2168	See above
4,154	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2172	See above
4,155	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2171	See above
4,156	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2174	See above
4,157	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2169	See above
4,158	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2194	See above
4,159	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-OH-2151	See above
4,160	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2548	See above
4,161	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2082	See above
4,162	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2605	See above
4,163	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2081	See above
4,164	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2529	See above
4,165	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2550	See above
4,166	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2158	See above
4,167	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2153	See above
4,168	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2152	See above
4,169	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2201	See above
4,170	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-FL-2541	See above
4,171	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2159	See above
4,172	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2165	See above
4,173	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2163	See above
4,174	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2183	See above
4,175	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2600	See above
4,176	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2603	See above
4,177	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2307	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
4,178	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2755	See above
4,179	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IA-2754	See above
4,180	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-NE-2756	See above
4,181	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-KY-2757	See above
4,182	ELEMENT 161 BAY STREET, SUITE 3600 TORONTO, ON M5J 2S1	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AR-2758	See above
11,730	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Concord Telephone, LLC	Affiliation Agreement Dated 05/15/2016	\$112,877.64
11,731	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Concord Telephone, LLC	Amendment to Fox Broadcasting Network License Agreement Dated 09/01/2018	See above
11,732	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Concord Telephone, LLC	Out-of-Market Agreement Dated 05/15/2016	See above
11,733	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Concord Telephone, LLC	Amendment to Affiliation Agreement Dated 09/01/2018	See above
11,734	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Kentucky East, LLC	Affiliation Agreement Dated 01/01/2013	See above
11,735	FOX CABLE NETWORK SERVICES, LLC ATTN: AFFILIATE SALES AND MARKETING, VP AFFIATE RELATIONS 10201 WEST PICO BLVD., BUILDING 103/ROOM 3252 LOS ANGELES, CA 90035	Windstream Kentucky East, LLC	Affiliation Agreement Dated 08/01/2015	See above
11,736	FOX CABLE NETWORKS GROUP ATTN: VP, ADVANCED SERVICES 10201 WEST PICO BLVD, BLDG 103/ROOM 3252 LOS ANGELES, CA 90035	Windstream Kentucky East, LLC	License Agreement Dated 09/01/2018	See above
11,737	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Nebraska, Inc.	Affiliation Agreement Dated 01/01/2013	See above
11,738	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Nebraska, Inc.	Second Amendment to Affiliation Agreement Dated 09/01/2018	See above
11,739	FOX CABLE NETWORK SERVICES, LLC ATTN: VP, ADVANCED SERVICES 10201 WEST PICO BLVD, BLDG 103/ROOM 3252 LOS ANGELES, CA 90035	Windstream Nebraska, Inc.	License Agreement Dated 09/01/2018	See above
11,740	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Sugar Land, LLC	Affiliation Agreement Dated 03/01/2016	See above
11,741	FOX CABLE NETWORK SERVICES, LLC ATTN: LESLIE A. SALCEDO 90 PARK AVENUE NEW YORK, NY 10016	Windstream Sugar Land, LLC	Amendment to Affiliation Agreement Dated 09/01/2018	See above
11,742	FOX CABLE NETWORK SERVICES, LLC ATTN: VP, ADVANCED SERVICES 10201 WEST PICO BLVD, BLDG 103/ROOM 3252 LOS ANGELES, CA 90035	Windstream Sugar Land, LLC	License Agreement Dated 03/01/2016	See above
6,055	KLAIRMONT PALATINE LLC; IMPERIAL REALTY COMPANY-8NH 4747 W PETERSON AVE CHICAGO, IL 60646	BOB, LLC	Executory Contract (including all amendments thereto) - L808-IL-1010	<del>\$11,422.94</del> \$12,402.10

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
6,056	KLAIRMONT PALATINE LLC; IMPERIAL REALTY COMPANY-8NH 4747 W PETERSON AVE CHICAGO, IL 60646	BOB, LLC	Executory Contract (including all amendments thereto) - L808-IL-1036	See above
11,743	MEREDITH CORPORATION ATTN: JOSHUA PILA 425 14TH ST NW ATLANTA, GA 30318	Televue, LLC	Retransmission Consent Agreement Dated 01/01/2018	\$104,677.15
11,744	NAVE COMMUNICATIONS CO 8215 DORSEY RUN RD JESSUP, MD 20794	Windstream Supply, LLC	Service Agreement dated 12/23/2012	\$68,220.58
11,745	FIRSTENERGY SERVICE COMPANY KATHY M. HOFACRE 76 S. MAIN ST., GO-15 AKRON, OH 44308	Windstream Western Reserve, Inc.	Executory Contract (including all amendments thereto) - P080-OH-071	\$153,809.95
11,746	FIRSTENERGY SERVICE COMPANY KATHY M. HOFACRE 76 S. MAIN ST., GO-15 AKRON, OH 44308	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - P186-OH-005	See above
11,747	FIRSTENERGY SERVICE COMPANY KATHY M. HOFACRE 76 S. MAIN ST., GO-15 AKRON, OH 44308	Windstream Ohio, LLC	Executory Contract (including all amendments thereto) - P158-OH-058	See above
11,748	FIRSTENERGY SERVICE COMPANY KATHY M. HOFACRE 76 S. MAIN ST., GO-15 AKRON, OH 44308	McLeodUSA Telecommunications Services, LLC	Executory Contract (including all amendments thereto) - P074-OH-005	See above
11,749	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Western Reserve, LLC	Service Agreement dated 12/01/2008	\$109,374.52
11,750	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Sugar Land, LLC	Service Agreement dated 12/01/2008	See above
11,751	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Standard, LLC	Service Agreement dated 12/01/2008	See above
11,752	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream South Carolina, LLC	Service Agreement dated 12/01/2008	See above
11,753	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Pennsylvania, LLC	Service Agreement dated 12/01/2008	See above
11,754	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Oklahoma, LLC	Service Agreement dated 12/01/2008	See above
11,755	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Ohio, LLC	Service Agreement dated 12/01/2008	See above
11,756	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream North Carolina, LLC	Service Agreement dated 12/01/2008	See above
11,757	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream New York, Inc.	Service Agreement dated 12/01/2008	See above
11,758	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Nebraska, Inc.	Service Agreement dated 12/01/2008	See above
11,759	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Missouri, LLC	Service Agreement dated 12/01/2008	See above
11,760	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Mississippi, LLC	Service Agreement dated 12/01/2008	See above
11,761	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Kentucky West, LLC	Service Agreement dated 12/01/2008	See above
11,762	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Kentucky East, LLC	Service Agreement dated 12/01/2008	See above
11,763	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Georgia, LLC	Service Agreement dated 12/01/2008	See above
11,764	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Georgia Telephone, LLC	Service Agreement dated 12/01/2008	See above
11,765	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Georgia Communications, LLC	Service Agreement dated 12/01/2008	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
11,766	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Florida, LLC	Service Agreement dated 12/01/2008	See above
11,767	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Arkansas, LLC	Service Agreement dated 12/01/2008	See above
11,768	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Alabama, LLC	Service Agreement dated 12/01/2008	See above
11,769	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Windstream Accucomm Networks, LLC	Service Agreement dated 12/01/2008	See above
11,770	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Texas Windstream, LLC	Service Agreement dated 12/01/2008	See above
11,771	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Oklahoma Windstream, LLC	Service Agreement dated 12/01/2008	See above
11,772	ROAD AMERICA MOTOR CLUB 7300 CORPORATE CENTER DRIVE, SUITE 601 MIAMI, FL 33126	Georgia Windstream, LLC	Service Agreement dated 12/01/2008	See above
11,773	SHI INTL CORP 2 RIVERVIEW DRIVE SOMERSET, NJ 08873	Windstream Communications, LLC	Service Agreement dated 11/20/2007	\$481,047.80
11,774	SKILLSOFT CORP 107 NORTHEASTERN BLVD. NASHUA, NH 03062	Windstream Services, LLC	Software License Agreement dated 10/15/2015	\$0.00
9,090	MCGINNIS LOCHRIDGE-LLP TEXAS LONE STAR NETWORK, LLC 600 CONGRESS AVENUE AUSTIN, TX 78701		Master Purchase Agreement	\$7,335.71
11,775	TMI SOLUTIONS 3300 NE 164TH STREET, P1 RIDGEFIELD, WA 98642	Windstream Communications, LLC	Service Agreement dated 01/13/2011	\$253,173.27
11,776	WHOLESALE NETWORK SERVICES CARRIER SERVICES, INC. 16 SOUTH JEFFERSON ROAD WHIPPANY, NJ 07981	Earthlink Business, LLC	Service Agreement dated 09/28/2012	\$1,180.14
10,899	VIRTUOZ INC NUANCE COMMUNICATIONS 6001 SHELLMUND STREET, SUITE 500 EMREYVILLE, CA 94608	Windstream Communications, LLC	Hosting Agreement dated 07/01/2012	\$0.00 \$48,000.00
11,777	WORLDWIDE SUPPLY 1 PARK DRIVE, FRANKLIN, NJ 07416	Windstream Supply, LLC	Service Agreement dated 10/03/2017	\$133,598.51
11,778	WORLDWIDE SUPPLY 1 PARK DRIVE FRANKLIN, NJ 07416	Windstream Services, LLC	Service Agreement dated 06/16/2017	See above



**Exhibit B-1**

**First Amendment to the Rejected Executory Contracts/Unexpired Leases Schedule**

Exhibit B of the Plan Supplement is amended to add the following contract. Except as expressly modified herein, Exhibit B of the Plan Supplement remains unchanged.

Ref	Counterparty	Debtor Counterparty	Description of Contract
1	Salesforce.com, Inc.	Allworx Corp.	Order form with Allworx dated October 12, 2018.

**Exhibit D**

**Ownership Certification Form**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
WINDSTREAM HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 19-22312 (RDD)
Debtors.	)	(Jointly Administered)

**OWNERSHIP CERTIFICATION FORM  
FOR HOLDERS OF ALLOWED FIRST LIEN CLAIMS**

**IF YOU HAVE RECEIVED THIS OWNERSHIP CERTIFICATION AND ARE A HOLDER OF AN ALLOWED FIRST LIEN CLAIM, CERTAIN OF YOUR LEGAL RIGHTS WILL BE AFFECTED IF YOU DO NOT REVIEW AND CONSIDER THE MATTERS DESCRIBED HEREIN. PLEASE READ THIS ENTIRE OWNERSHIP CERTIFICATION TO UNDERSTAND YOUR RIGHTS AS DESCRIBED HEREIN.**

Pursuant to the *First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al.*, Pursuant to Chapter 11 of the Bankruptcy Code (as may be amended from time to time, the “Plan”), you, as a holder of an Allowed First Lien Claim (the “Claim Holder”), are required to complete and return this form consisting of, among other things, the Ownership Certification. The Ownership Certification is necessary to enable the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to comply with the foreign ownership restrictions and other requirements set forth in the Communications Act of 1934, as amended (the “Communications Act”), and the rules of the Federal Communications Commission (the “FCC”). *See, e.g.*, 47 U.S.C. § 310(d) and 47 C.F.R. §§ 1.5000, *et seq.* Each Claim Holder must complete the Ownership Certification. Subject to the terms and conditions of the Plan and the [Equity Allocation Mechanism attached thereto as Exhibit A], if you fail to submit the Ownership Certification, and the Amended Plan is confirmed and goes effective, you will be treated as a Non-U.S. Holder. Below is a detailed explanation regarding the information that must be supplied, as well as the deadlines and procedures for submitting the Ownership Certification.

**INSTRUCTIONS**

**Section I. Preliminary Information.**

Section I requests information that is necessary to allow the Debtors to make appropriate distributions based on the information supplied in Section II (Ownership Certification) and to ensure compliance with the Communications Act and the FCC’s rules. Specifically, Item 1 of Section I requests information

<sup>1</sup> The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

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concerning the identity of the Claim Holder, the amount of such Claim, and contact details for such Claim Holder.

## **Section II. Ownership Certification.**

Section II requests information necessary to allow the Debtors to demonstrate compliance with the foreign ownership limitations and other requirements set forth in the Communications Act and the FCC's rules upon emergence from bankruptcy. The foreign ownership limits apply to both voting and non-voting equity interests. Accordingly, the Plan provides that certain Claim Holders will receive Special Warrants that, in certain cases, may not be exercisable into Reorganized Windstream Equity Interests except following specific approval by the FCC, insofar as such exercise prior to FCC approval would result in the Reorganized Debtors' noncompliance with applicable foreign ownership limitations. The information supplied in the Ownership Certification is necessary to allow the Reorganized Debtors to determine the extent to which it must limit the issuance of Reorganized Windstream Equity Interests in order to ensure its compliance with these limitations and requirements.

To assist Claim Holders in providing complete and accurate certifications, attached as an Appendix to this form is background information regarding the FCC's foreign ownership rules. Given the complexity of these rules, you are encouraged to consult with your own advisors concerning the completion of the certification.

### **FAILURE TO COMPLETE THE OWNERSHIP CERTIFICATION**

Subject to the terms and conditions of the Plan and the [Equity Allocation Mechanism], if you fail to complete and submit the information required in Sections I-III of the Ownership Certification to the reasonable satisfaction of the Debtors (based on the advice of their independent outside regulatory counsel) or if you fail to comply with the applicable deadlines or procedures outlined herein, then you will be treated as a one hundred percent (100%) foreign-owned, Non-U.S. Holder; provided, that the Debtors shall have discretion, in consultation with counsel to the First Lien Lender Group, to treat any Ownership Certification delivered after the Ownership Certification Deadline but prior to the Effective Date as if such Ownership Certification had been delivered prior to the Ownership Certification Deadline if the Debtors reasonably believes, after consulting with counsel to the First Lien Lender Group, that doing so will not delay the receipt of FCC approval or the occurrence of the Effective Date.

### **DEADLINES AND PROCEDURES FOR SUBMISSION**

Each Claim Holder must submit an executed Ownership Certification to Kurtzman Carson Consultants LLC (the "**Claims Agent**") at the applicable address set forth below so that it is actually received by the Certification Agent no later than **[●], 2020 at 4:00 p.m. (prevailing Eastern Time)** or such later date determined by the Debtors in good faith with the consent of the Requisite First Lien Lenders (the "**Ownership Certification Deadline**").

If by First Class mail, overnight courier, or hand delivery:

Windstream Holdings, Inc.  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, California 90245

If by electronic mail:

WindstreamInfo@kccllc.com

***Claim Holders have a continuing obligation to maintain the accuracy of their Ownership Certification as submitted to the Claims Agent.*** If, following the submission of the Ownership Certification, a Claim Holder experiences a change in foreign ownership, or if any other change in the information supplied in the Ownership Certification occurs that requires amendment to its previously submitted Ownership Certification, the Claim Holder must promptly report such change by submitting to the Claims Agent, or following the Effective Date to the Company, an amended Ownership Certification. The Debtors shall use the information provided in the amended Ownership Certifications that are received prior to the Effective Date in allocating Reorganized Windstream Equity Interests pursuant to the [Equity Allocation Mechanism] so long as the Debtors' consideration of such amended Ownership Certification would not result in a delay to the occurrence of the Effective Date or be inconsistent with any FCC approval or any FCC rule or order then in effect, as reasonably determined by the Debtors.

The Debtors reserve the right to seek additional ownership information from Claim Holders reasonably deemed necessary to determine compliance with the Communications Act and the rules and regulations of the FCC.

**OWNERSHIP CERTIFICATION**

**Section I: Preliminary Information**

**ALL CLAIM HOLDERS RECEIVING THIS FORM MUST REVIEW THIS SECTION.**

1. Review the information set forth below for the Claim Holder on whose behalf this Ownership Certification is being completed. [If the Claim Holder will hold its interest in Windstream indirectly through another entity or entities, the information should be provided for the entity holding the direct interest at emergence from bankruptcy. If additional affiliated entities would hold direct interests in Windstream at any time, please complete the attached chart for these additional entities. If any of the information is incorrect or you are a transferee of an Allowed First Lien Claim, please contact the Claims Agent immediately at WindstreamInfo@kccllc.com.

	<b>Claim Holder</b>
<b>Name</b>	
<b>Street Address</b>	
<b>Street Address (continued)</b>	
<b>Street Address (continued)</b>	
<b>City</b>	

<b>State</b>	
<b>Zip Code</b>	
<b>Country</b>	
<b>Contact Person</b>	
<b>Telephone Number</b>	
<b>Email</b>	

2. Please Indicate below how the Claim Holder is organized? (**check one**)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company, or
- Other (please specify):

**Section II: Foreign Ownership**

**ALL CLAIM HOLDERS MUST COMPLETE THIS SECTION.**

1. The Claim Holder is organized under the laws of:

- State or territory of the United States: \_\_\_\_\_
- Other: \_\_\_\_\_

*If your answer is "Other," you may skip the remainder of this question, because entities organized under the laws of a country other than the United States will be deemed to have 100% foreign voting and equity ownership interests for purposes of the FCC's foreign ownership limitations.*

2. If the Claim Holder is organized within the United States, check one of the boxes below and, if you check either of the first two boxes, supply both foreign equity and foreign voting percentages.

- Foreign entities or foreign individuals hold, in the aggregate, the percentages of equity and voting interest in the Claim Holder reported below as calculated pursuant to FCC rules:

Foreign Equity Percentage: \_\_\_\_\_

Foreign Voting Percentage: \_\_\_\_\_

- I am unable to certify the exact percentage of the foreign entities and/or foreign voting interests in the Claim Holder; however, I hereby certify that the aggregate percentage(s) of such foreign interests are no higher than the maximum percentage(s) reported below, as calculated pursuant to FCC rules:

Maximum Foreign Equity Percentage: \_\_\_\_\_

Maximum Foreign Voting Percentage: \_\_\_\_\_

- I am unable to certify the percentage of the foreign entities and/or foreign voting interests in the Claim Holder.

***If a Claim Holder is unable to certify its foreign equity and foreign voting interests, such interests will be deemed to be 100% foreign for purposes of determining the number of shares of Reorganized Windstream Equity Interests and Special Warrants that the Claim Holder receives on the Effective Date.***

3. If the Claim Holder is affiliated with other Claim Holders that would hold a direct interest at any time, please list such Claim Holders in the chart below:










**Section III: Ownership Certification**

**ALL CLAIM HOLDERS RECEIVING THIS FORM MUST COMPLETE THIS SECTION.**

By the signature below, the undersigned (a) certifies that he/she is authorized by the Claim Holder to submit the Ownership Certification, and (b) certifies on behalf of the Claim Holder that the information provided herein is accurate and complete to the best of his or her knowledge and that all relevant determinations regarding ownership percentages were made in compliance with the FCC's rules.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Claim Holder: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Parent Company or Controlling Entity (if any):

\_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED TO THE CERTIFICATION AGENT IN THE ENCLOSED REPLY ENVELOPE PROVIDED OR BY ONLY ONE OF THE FOLLOWING RETURN METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE CERTIFICATION AGENT NO LATER THAN [●], 2020 at 4:00 p.m. (prevailing Eastern Time).**

**PLEASE ALSO ENCLOSE AN APPROPRIATE U.S. TAX FORM (AVAILABLE AT [HTTPS://WWW.IRS.GOV](https://www.irs.gov)): FORM W-9 FOR U.S. PAYEES OR AN ORIGINALLY EXECUTED FORM W-8 (ONE OF FORM W-8BEN, FORM W-BEN-E, FORM W-8ECI, FORM W-8EXP, OR FORM W-8IMY, AS APPLICABLE) FOR FOREIGN PAYEES FOR THE REGISTERED HOLDER.**

If by First Class mail, overnight courier, or hand delivery:

Windstream Holdings, Inc.  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, California 90245

If by electronic mail:

WindstreamInfo@kccllc.com

## APPENDIX

### **MEMORANDUM CONCERNING THE FCC'S OWNERSHIP RESTRICTIONS AND METHODS FOR OWNERSHIP CALCULATIONS**

The following information concerning the FCC's foreign ownership rules is provided to assist in the preparation of the Foreign Ownership Certification. This memorandum provides a general explanation of the FCC's ownership restrictions, as well as the methods the agency uses to calculate ownership levels in companies licensed as telecommunications service providers.

Foreign ownership issues vary from case-to-case and are often fact-dependent. Accordingly, no set of guidelines will provide specific answers to every foreign ownership scenario. Respondents are therefore encouraged to consult the FCC's foreign ownership rules (47 C.F.R. §§ 1.5000 *et seq.*) and their own advisors concerning the completion of the required certification.

#### **I. The Foreign Ownership Restrictions:**

- Section 310 of the Communications Act (the "Act") restricts foreign ownership of any entity holding an FCC license used to provide telecommunications services (aka common carrier services). 47 U.S.C. § 310. Among other prohibitions, foreign individuals and foreign companies generally may not have direct or indirect ownership or voting rights totaling more than 25% in a corporation that holds common carrier licenses.
- Under the Act, Reorganized Windstream percentages of foreign ownership and foreign voting rights will depend on the following:
  - o For stockholders who are individuals, the citizenship of those stockholders, and
  - o For stockholders that are entities, the place of organization of, and (in the case of U.S.-organized entities) the percentage of direct and indirect foreign ownership and voting rights held by others holding interests in, those non-individual stockholders.

#### **II. Non-U.S. Entities vs. U.S. Entities:**

- All entities organized in a jurisdiction other than the United States—including, without limitation, foreign corporations, limited liability companies, limited partnerships, and foreign banks—are considered 100% foreign, even if they are owned or controlled by U.S.-organized entities or U.S. citizens.
- For example, a company organized under the laws of the Cayman Islands will be considered to have 100% foreign equity and voting, even if it is owned, managed, or controlled by a U.S. entity and its individual officers, directors, members, or partners are U.S. citizens.
- However, a company organized in the United States which is owned, managed, or controlled by non-U.S. entities or individuals will not necessarily be considered to have 100% U.S. equity and voting. Rather, the company must determine, and will be attributed with, the specific voting and equity interests owned upstream by non-U.S. entities or individuals.

### **III. Interests Considered:**

- To assess compliance, the FCC examines voting and equity interests separately.
- The language of the Act's 25% limitation applies to "corporations." However, the statute defines "corporation" to include any form of business organization. As a result, the FCC has adopted policies to apply that limitation to interests held in or through other entities, such as limited partnerships and LLCs.
- The FCC generally requires equity and voting interests that cannot be identified to be treated as 100% foreign, unless there is a basis to treat them otherwise.

### **IV. Equity and Voting Calculated Separately:**

- Determining compliance involves a two-pronged analysis, one pertaining to foreign *equity* interests and one to foreign *voting* interests.
- Equity and voting interests must be calculated separately.
- Absent FCC approval to exceed the statutory 25% limit, the parent company of an FCC common carrier licensee cannot have more than 25% of its equity or voting rights held by foreign individuals or entities. Declaratory rulings to exceed the 25% threshold have been routinely granted for many years but require a detailed ownership disclosure.

### **V. Aggregation of Interests:**

- The equity and voting holdings of all foreign interest-holders, whether direct or indirect, are calculated as explained in the following sections.
- Following calculation of foreign equity and voting interests, all interests are aggregated to determine the total percentage of foreign equity and voting.

### **VI. Indirect Interests/Use of Multiplier:**

- Equity Interests:
  - To calculate the percentage of foreign equity ownership held through intervening U.S. entities, a "multiplier" may be used.
  - For example, a U.S. corporation that has 30% foreign ownership and that, in turn, owns 40% of a common carrier licensee, would be deemed to contribute 12% (30% x 40%) to the aggregate foreign ownership of the common carrier licensee.
  - When calculating indirect equity interests, the multiplier generally may be used regardless of the amount of equity that an entity holds, and even if the interest is controlling.

Voting Interests:

- o To calculate the percentage of foreign voting rights held through intervening U.S. entities, a “multiplier” may be used only if an entity holds less than 50% of the vote in an intervening entity.
- o An entity holding 50% or more of the vote in an intervening entity (or actual control) is not given the benefit of the multiplier to dilute the percentage of its voting power. Instead, the voting interest of the entity it controls flows, in whole, to the next tier in the ownership chain.
- o For example, a U.S. corporation that has 30% of its voting rights held by foreign individuals or entities and that, in turn, owns 40% of a common carrier licensee, would be deemed to contribute 12% (30% x 40%) to the aggregate foreign voting rights of the common carrier licensee, provided that none of the interests were controlling.
- o However, if a U.S. corporation that has 30% of its voting rights held by foreign individuals or entities owns 70% of the common carrier licensee, it would be deemed to contribute 30% (30% x 100%) to the aggregate foreign ownership of the common carrier licensee.

**VII. Partnerships and LLCs:**

- The FCC examines all general and limited partnership interests, as well as all LLC interests, regardless of whether they are:
  - o Voting or non-voting;
  - o Managing or non-managing or controlling or non-controlling; or
  - o “Insulated” pursuant to specific provisions designed to prevent partners or members from being involved in the communications-related activities of the entity in which the interest is held.
- However, calculation methods may differ depending upon the type of interest involved.
- Equity Interests:
  - o The FCC requires foreign equity interests to be calculated based upon capital contributions of partners for their partnership interests, and LLC members for their LLC membership interests.
  - o A “multiplier” is used to calculate equity interests regardless of the type (i.e., general partner/limited partner, managing member/non-managing member) or percentage of interest held, and regardless of whether it is insulated or not.

□ Voting Interests:

- The calculation of foreign voting rights in limited partnerships and LLCs depends on whether a member or limited partner is “insulated” under FCC criteria and, as explained in Section VI above, on the percentage of interest held.
- Under FCC rules, a limited partner or LLC member is considered “insulated” only if the organizational documents of the limited partnership or LLC specifically provide that the limited partner or LLC member will *not* be engaged in, active involvement in the management or operation of the company and only the usual and customary investor protections are contained in the limited partnership or LLC agreement. These criteria apply to any relevant entity in the ownership chain, whether it is the licensee, a controlling U.S.-organized parent, or any limited liability company situated above them in the vertical chain of ownership.
- The permitted “usual and customary investor protections” referred to above consist of the following powers:
  - To prevent the sale or pledge of all or substantially all of the assets or a voluntary filing for bankruptcy or liquidation;
  - To prevent the entry into contracts with majority investors or their affiliates;
  - To prevent the entity from guaranteeing the obligations of majority investors or their affiliates;
  - To prevent the change of existing legal rights or preferences of the partners, members, or managers as provided in the entity’s organizational agreement;
  - To purchase an additional interest in the entity to prevent the dilution of the partner’s or member’s *pro rata* interest in the event that the entity issues additional instruments conveying interests in the partnership or company;
  - To vote on the removal of a general partner, managing partner, managing member, or other manager in situations where such individual or entity is subject to bankruptcy, insolvency, reorganization, or other proceedings relating to the relief of debtors; adjudicated insane or incompetent by a court of competent jurisdiction (in the case of a natural person); convicted of a felony; or otherwise removed for cause, as determined by an independent party;
  - To prevent the amendment of the entity’s organizational documents with respect to any of the foregoing matters.
- General partners and managing members are presumed to hold controlling interests in the partnership or LLC and are in all cases deemed to hold non-insulated interests.
- A general partner, managing member, non-insulated limited partner, or non-insulated non-managing member will be deemed to hold the same voting interest as the LLC or partnership holds in the company situated in the next lower tier of the vertical



ownership chain. Put another way, no “multiplier” is used to calculate voting rights in these circumstances.

- o An insulated limited partner or insulated non-managing member will be deemed to hold a voting interest that is equal to its equity interest. In other words, a “multiplier” is used to calculate voting rights in these circumstances.
- o The following partnerships and LLCs should be reported as having 100% foreign voting rights:
  - o Any general partnership in which any partner is a foreign person or entity or a U.S. entity that is controlled, directly or indirectly, by one or more foreign persons or entities;
  - o Any limited partnership or LLC that is directly or indirectly controlled by one or more foreign persons or entities (including an entity organized under foreign law, even if that foreign entity is controlled by U.S. persons); and
  - o Any limited partnership or LLC in which a general partner, any non-insulated limited partner or any non-insulated LLC member is a non-U.S. citizen, a foreign government, a corporation or partnership organized under the laws of a foreign country, or the representative of any of the foregoing (including any entity controlled by one of the foregoing).

#### **VIII. Multiple Classes of Stock:**

- In situations involving multiple classes of corporate stock or partnership/LLC interests, the FCC will consider the relative value of each class to calculate foreign equity ownership.
- In the corporate context, the FCC has permitted calculations based on the capital contributions from the sale of shares for each class as well as the current trading value of each class in determining the respective weight to be given to various classes.

#### **IX. Public Corporations:**

- The FCC has acknowledged the difficulties inherent in determining the percentage of foreign ownership represented by foreign shareholders in publicly traded companies. Nevertheless, the FCC requires that public corporations must ascertain their foreign ownership by a reasonable method.
- In calculating their foreign ownership and voting percentages, corporations and other entities that have issued equity securities for which reporting under the Securities Exchange Act of 1934 is required must determine and consider the citizenship of interest holders who are known or should be known to the company in the ordinary course of business, including through the following:
  - o Registered shareholders;

- o Officers, directors, and employees;
- o Interest holders reported to the Securities and Exchange Commission in Schedule 13D, Schedule 13G, and SEC Form 15F;
- o Beneficial owners identified in annual or annual reports, proxy statements, or quarterly reports; and
- o Any other interest holders that are actually known to the company, such as through transactions, litigation, proxies, or any other source.

**Exhibit E**

**Special Warrant Agreement**

## SPECIAL WARRANT AGREEMENT<sup>12</sup>

THIS SPECIAL WARRANT AGREEMENT (this “**Agreement**”), dated as of [●], 2020<sup>3</sup>, is by and among [WINDSTREAM HOLDINGS LLC], a Delaware limited liability company (the “**Company**”) and the Special Warrantholders listed on **Annex I** hereto and their respective successors or permitted assigns or transferees (collectively, the “**Holder**s”). The Company and the Holders are sometimes referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**, in connection with the consummation of the transactions contemplated by the *First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc.*, et al., Pursuant to Chapter 11 of the Bankruptcy Code, dated as of May 6, 2020, filed in *In re Windstream Holdings, Inc.*, et al., case no. 19-22312 (RDD) (jointly administered), in the United States Bankruptcy Court for the Southern District of New York, as amended, supplemented or modified from time to time (the “**Amended Plan**”);

**WHEREAS**, the Parties wish to enter into this Agreement for the issuance of special warrants to purchase the Company’s Common Units, substantially in the form attached as **Exhibit A** (the “**Special Warrants**”), in the amounts set forth on **Annex II** hereto to be held by such Holders until receipt of the Declaratory Ruling or Specific Approval, as applicable, and to reflect certain rights and obligations with respect to the Company and the Holders;

**WHEREAS**, the Company desires to provide for the form and provisions of the Special Warrants, the terms upon which they may be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company and each Holder; and

**WHEREAS**, all acts and things have been done and performed which are necessary to make the Special Warrants, when issued, the valid, binding and legal obligations of the Company, subject to the terms and conditions set forth herein, and to authorize the execution and delivery of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

### SECTION 1. DEFINITIONS

**1.1 Definition of Terms.** [Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Amended Plan.] As used in this Agreement, the following capitalized terms shall have the following respective meanings:

“**Affiliate**” means, as to any specified Person, any other Person or entity who directly, or indirectly through one or more intermediaries, (i) controls such specified Person, (ii) is controlled by such specified Person, or (iii) is under common control with such specified Person. As used in this definition, and elsewhere herein in relation to control of Affiliates, the term

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<sup>1</sup> Note to Draft: Terms subject to finalization of structure.

<sup>2</sup> Note to Draft: Subject to FCC review and comment.

<sup>3</sup> Note to Draft: To reflect the date that the Amended Plan becomes effective.

“control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, as manager, as trustee or executor, by contract or credit arrangement, or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Board**” has the meaning set forth in the LLC Agreement.

“**Business Day**” means any day other than a Saturday, Sunday or day on which the Federal Reserve Bank of New York is closed.

“**Common Units**” has the meaning set forth in the LLC Agreement, and shall include any successor security as a result of any recapitalization, merger, business combination, sale of all or substantially all of the Company’s assets, reorganization, reclassification, or similar transaction involving the Company.

“**Communications Laws**” means the Communications Act of 1934, as amended, and the FCC Rules and, where applicable, state statutes and State public utilities commission (“**State PUC**”) regulations.

“**Company**” has the meaning set forth in the preamble.

“**Convertible Securities**” means any securities that are directly or indirectly convertible into or exchangeable for Units, including the Special Warrants.

“**Declaratory Ruling**” means the FCC’s grant of the Petition for Declaratory Ruling and any clearance or approval of any other Governmental Authority such as “Team Telecom” or the Committee on Foreign Investment in the United States (“**CFIUS**”) occurring prior to or in connection with such FCC grant.

“**Elliott**” has the meaning set forth in the LLC Agreement.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect from time to time.

“**Exercise Date**” means the date on which a Holder exercises its Special Warrants, in whole or in part, pursuant to and in accordance with the terms and conditions described herein and in the Special Warrant.

“**Exercise Form**” means a properly completed and duly executed exercise form for the election to exercise a Special Warrant for Special Warrant Units, substantially in the form attached hereto as **Exhibit B**.

“**Expiration Date**” means 5:00 p.m. New York City time on [●], 2055.

“**Fair Market Value**” of the Special Warrant Units on any date of determination means:

(a) if the Common Units (or equivalent securities of a successor entity or Subsidiary of the Company) are listed for trading on a national securities exchange, the volume weighted average closing sale price per Common Unit (or such equivalent securities) for the thirty (30) consecutive trading days immediately prior to such date of determination, as reported by the national securities exchange;

(b) if the Common Units (or equivalent securities of a successor entity or Subsidiary of the Company) are not listed on a national securities exchange but are listed in the over-the-counter market, the average last quoted sale price for the Common Units (or such equivalent security) (or, if no sale price is reported, the average of the high bid and low asked price for such date) for the thirty (30) consecutive trading days immediately prior to such date of determination, in the over-the-counter market as reported by OTC Markets Group Inc. or other similar organization; or

(c) in all other cases,

(i) as agreed upon in good faith by the Board and with Majority Holders Consent, or

(ii) as determined by a nationally-recognized independent accounting, appraisal or investment banking firm or consultant engaged by the Company and selected by the Board; provided that (a) if Oaktree (so long as Oaktree and its Holder Group (but not any transferee not in Oaktree's Holder Group) collectively hold at least [ ]% of the Special Warrants issued to them on the date hereof (subject to adjustment as set forth in Section 3 hereof)), (b) PIMCO, (so long as PIMCO and its Holder Group (but not any transferee not in PIMCO's Holder Group) collectively hold at least [ ]% of the Special Warrants issued to them on the date hereof (subject to adjustment as set forth in Section 3 hereof)) or (c) if Elliott (so long as Elliott and its Holder Group (but not any transferee not in Elliott's Holder Group) collectively hold at least [ ]% of the Special Warrants issued to them on the date hereof (subject to adjustment as set forth in Section 3 hereof)), disagree with any determination made pursuant to the foregoing clause (i), Fair Market Value of the Special Warrant Units shall be as determined by an average of the two closest determinations of such value (with the third being disregarded) made by three nationally-recognized independent accounting, appraisal or investment bank firms or consultants, one of which shall be designated by the Board, the second by Oaktree, PIMCO or Elliott, as the disagreeing Person, as applicable, and the third by mutual agreement of the first two. The provisions of Section 17.5 (Fair Market Value) of the LLC Agreement shall otherwise apply to the foregoing proviso, *mutatis mutandis*.

“**FCC**” means the Federal Communications Commission, including any office, bureau, or division thereof acting on delegated authority, and any successor governmental agency performing functions similar to those performed by the Federal Communications Commission on the date hereof.

“**FCC Rules**” means the written decisions, rules, orders, rulings and policies of the FCC, including the Declaratory Ruling.

“**GAAP**” means United States generally accepted accounting principles applied on a consistent basis.

“**Governmental Authority**” means any (i) government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, in each case, whether federal, state, local, municipal, foreign, supranational or of any other jurisdiction.

“**Holder Group**” means (i) with respect to any Holder that is a natural Person, (A) such Holder, (B) the spouse, parents, siblings, lineal descendants and adopted children of such Holder and (C) any trust for the benefit of any of the foregoing, and (ii) with respect to any Holder that is a corporation, partnership, limited liability company, firm, association, trust, government, governmental agency or other entity, such Holder and its Affiliates (including any portfolio company that is an Affiliate, but excluding, to the extent it would otherwise be deemed to be an Affiliate, the Company and any Subsidiary of the Company), so long as they remain Affiliates.

“**Holders**” has the meaning set forth in the preamble.

“**Law**” means the Communications Laws and all other laws, statutes, rules, regulations, codes, injunctions, decrees, orders, ordinances, registration requirements, disclosure requirements and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.

“**LLC Agreement**” means the Limited Liability Company Agreement (together with any exhibits, appendices, annexes and schedules thereto), dated as of [●], 2020, of the Company (as amended, amended and restated, modified, or supplemented from time to time).

“**LLC Restrictions**” means any ownership and transfer restrictions set forth in the LLC Agreement, including the FCC ownership and transfer restrictions set forth in Section [11] of the LLC Agreement (Transfers by Company Security Holders).

“**Majority Holders Consent**” means, at any particular date, the consent, approval or vote of (i) Holders holding of record, at such date, a majority of the total number of all Special Warrant Units held of record by all Holders at such date, assuming the Special Warrants had been exercised as of such date in accordance with the terms of this Agreement, (ii) Oaktree, so long as Oaktree and its Holder Group (but not any transferee not in Oaktree’s Holder Group) collectively hold at least [\_\_]% of the Special Warrants issued to them on the date hereof (subject to adjustment as set forth in Section 3 hereof), (iii) PIMCO, so long as PIMCO and its Holder Group (but not any transferee not in PIMCO’s Holder Group) collectively hold at least [\_\_]% of the Special Warrants issued to them on the date hereof (subject to adjustment as set forth in Section 3 hereof) and (iv) Elliott, so long as Elliott and its Holder Group (but not any transferee not in Elliott’s Holder Group) collectively hold at least [\_\_]% of the Special Warrants issued to them on the date hereof (subject to adjustment as set forth in Section 3 hereof).

“**Mandatory Exchange Date**” has the meaning set forth in Section 2.4(a).

“**Non U.S. Holder**” means any Holder that is not a U.S. Holder, including a Holder deemed to be a Non U.S. Holder due to failure to deliver a complete Ownership Certification.

“**Oaktree**” has the meaning set forth in the LLC Agreement.

“**Organic Change**” means any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company’s equity securities or assets or any other transaction that is not in the ordinary course of the Company’s business and is reasonably likely to have a material impact on the assets (including revenues) or liabilities of the Company, in each case which is effected in such a way that the holders of Common Units are entitled to receive (either directly or upon subsequent liquidation) cash, stock, securities or other assets or property with respect to or in exchange for Common Units, other than a transaction which triggers an adjustment pursuant to Sections 3.1 or 3.2.

“**Ownership Certification**” means a written certification, in substantially the form attached hereto as **Exhibit C**, for the purpose of enabling the Company to determine, in accordance with the terms hereof, (i) whether a Holder’s potential level of voting interests and equity interests in the Company are 100% held or owned, both directly and indirectly, by a U.S. Holder and (ii) if a Holder is a Non U.S. Holder, the potential level of direct and indirect voting interests and equity interests of the Company held or owned by such Non U.S. Holder that would be considered foreign held or owned interests, as determined in accordance with the Communications Laws.

“**Parties**” has the meaning set forth in the preamble.

“**Person**” means any natural person, corporation, partnership, limited liability company, firm, association, trust, government, governmental agency, or other entity, whether acting in an individual, fiduciary or other capacity.

“**Petition for Declaratory Ruling**” means the petition to be filed with the FCC for a declaratory ruling approving up to 100 percent direct or indirect foreign ownership of the Company, along with Specific Approval of certain foreign investors in the Company to the extent required under the Communications Law or deemed desirable by the Company.

“**PIMCO**” has the meaning set forth in the LLC Agreement.

“**Preemptive Securities**” has the meaning set forth in the LLC Agreement.

“**Price**” has the meaning set forth in Section 2.2.

“**Qualified Holder**” means a Holder that is an “accredited investor”, “qualified institutional buyer” or non-U.S. Person (as such terms are defined in Rules 144 and 144A or Regulation S under the Securities Act).

“**Redemption Event**” means any time, and from time to time, (i) the Company proposes to redeem all or any portion of the outstanding Units or Unit Equivalents (including any securities underlying Convertible Securities issued pursuant to Section 2.10) in accordance with the LLC Agreement or (ii) the Company otherwise purchases or makes any offer to purchase all



or any of portion of the outstanding Units or Unit Equivalents (including any securities underlying Convertible Securities issued pursuant to Section 2.10) in accordance with the LLC Agreement, in each case, excluding repurchases and redemptions from any officer or employee of the Company or its Subsidiaries in accordance with the LLC Agreement.

“**Registration Rights Agreement**” has the meaning set forth in the LLC Agreement.

“**Registered Holder**” has the meaning set forth in Section 2.1(a).

“**Regulatory Ruling Notice**” has the meaning set forth in Section 2.3(a).

“**SEC**” means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or the Exchange Act.

“**Securities Act**” means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect from time to time.

“**Special Warrant Register**” has the meaning set forth in Section 2.1(a).

“**Special Warrant Units**” means the Common Units issued or issuable upon the exchange or exercise of a Special Warrant.

“**Special Warrant Withholding Amount**” has the meaning set forth in Section 7.2(b).

“**Special Warrant Withholding Event**” has the meaning set forth in Section 7.2(b).

“**Special Warrants**” has the meaning set forth in the Recitals.

“**Specific Approval**” means the FCC’s approval of a specific Non U.S. Holder’s holding of voting or equity interests in the Company issued either in the Declaratory Ruling or in any subsequent ruling and any clearance or approval of any other Governmental Authority such as “Team Telecom” or CFIUS occurring prior to or in connection with such FCC approval.

“**Subsidiary**” means, with respect to any Person, any corporation, limited liability company, partnership, joint venture, or other legal entity of which a majority of the securities or other interests having ordinary voting power for the election of directors or other governing body are at the time owned, or the management of which is otherwise controlled, in either case, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Company.<sup>4</sup>

“**Transfer**” means any voluntary or involuntary transfer, sale, assignment or other disposition.

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<sup>4</sup> Note to Draft: To be conformed to equivalent definition in LLC Agreement.

“**Unit Equivalent**” shall mean any equity securities, warrants, grants, debt securities, rights, calls, options or instruments exchangeable or exercisable for, or convertible into, directly or indirectly, Units or equity interests in the Company.<sup>5</sup>

“**Units**” shall mean units of equity interest in the Company from time to time outstanding (which are initially represented by the Common Units).

“**U.S. Holder**” means either (i) an individual who is a citizen of the United States of America (“**U.S.**”) or (ii) an entity organized under the laws of the U.S. that has no non-U.S. individual or entities in its direct or indirect chain of ownership.

**1.2 Rules of Construction.** The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All terms herein that relate to accounting matters shall be interpreted in accordance with GAAP from time to time in effect. All references to “Sections” shall refer to Sections of this Agreement unless otherwise specified. The words “hereof,” “herein” and “herewith” and similar terms shall relate to this Agreement as a whole and not to any particular provision of this Agreement. The word “or” shall not be exclusive. The headings and captions of this Agreement are for convenience of reference only and shall not define, limit or otherwise affect any of the terms hereof. References to “\$” are to dollars in lawful currency of the United States of America. The Exhibits and Annexes attached hereto are an integral part of this Agreement.

## **SECTION 2. TERMS; EXCHANGE AND EXERCISE OF SPECIAL WARRANTS**

### **2.1 Registration.**

(a) The Company shall keep, or cause to be kept, a record via book-entry registration (the “**Special Warrant Register**”) in which it shall register the Special Warrants and exercises, exchanges, cancellations, redemptions and transfers of outstanding Special Warrants. The Company shall act as the registrar with respect to the Special Warrants. Except as set forth in Section 2.2, no charge shall be made for any exercise, exchange or registration of transfer of the Special Warrants, but the Company may, in good faith, require payment of a sum sufficient to cover any stamp or other tax that may be imposed by a Governmental Authority on any Registered Holder in connection with any such exercise, exchange or registration of transfer.

(b) Prior to due presentment for registration of transfer or exchange of any Special Warrants in accordance with the procedures set forth in this Agreement, the Company may deem and treat the Person in whose name such Special Warrants are registered upon the Special Warrant Register (the “**Registered Holder**”) as the absolute owner of such Special Warrants, for all purposes including for the purpose of any exchange or exercise thereof (subject to Section 2.5(c)), and for all other purposes, and the Company shall not be affected by notice to the contrary.

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<sup>5</sup> Note to Draft: To be conformed to equivalent definition in LLC Agreement.

**2.2 Price.** Subject to the provisions of this Agreement, each Special Warrant shall entitle the Holder to purchase from the Company the number of Special Warrant Units represented by such Special Warrant (subject to adjustment from time to time as provided in Section 3 hereof) at the price of \$0.00000001 per Special Warrant Unit (subject to adjustment from time to time as provided in Section 3, the “**Price**”).

**2.3 Filing of Petition for Declaratory Ruling; Notice of Declaratory Ruling.**

(a) Prior to the effectiveness of this Agreement, each Holder has submitted to the Company an Ownership Certification or has been deemed a Non U.S. Holder. Each Ownership Certification shall be a continuing representation to the Company and the FCC. In addition to the Ownership Certification, each Holder shall provide the Company all information reasonably required in order to complete and prosecute the Petition for Declaratory Ruling, to respond to inquiries from the FCC or other Governmental Authorities, or to enable the Company to ensure that it complies with the Communications Laws. Each Holder acknowledges that (i) the Company may disclose to the FCC or other Governmental Authorities the identity of and further ownership information, as required by the FCC or other Governmental Authorities or as independent outside regulatory counsel reasonably deems advisable, about any Person, including any Non-U.S. Holder, who would hold 5% or more of the Company’s voting or equity interests (in each case based on all interests then outstanding or as calculated on a fully diluted basis), and (ii) a Non U.S. Holder may not exercise the Special Warrants unless such Non U.S. Holder has received Specific Approval in advance from the FCC regardless of the number of voting or equity interests such Non U.S. Holder may hold following exercise of the Special Warrants.

(b) As soon as reasonably practicable after the effectiveness of this Agreement, but in any event within thirty (30) days of the date hereof, the Company shall file the Petition for Declaratory Ruling. The Petition for Declaratory Ruling may contain an undertaking from the Company to treat, or the Declaratory Ruling may require the Company to treat, Special Warrants as non-voting equity interests in the Company for purposes of the Communications Laws.

(c) As soon as reasonably practicable, and in any event within five (5) Business Days following receipt of the Declaratory Ruling, the Company shall send a notice to Holders attaching and describing the key terms of the Declaratory Ruling (the “**Regulatory Ruling Notice**”), which notice shall include:

(i) the percentage of foreign ownership of the Company permitted by the Declaratory Ruling, all Specific Approvals included in the Declaratory Ruling, and any terms and conditions imposed by the Declaratory Ruling; and

(ii) the date on which the Special Warrant Units will be issued in book-entry form in exchange for the Special Warrants.

**2.4 Permitted Exchange; Mandatory Exchange; Subsequent Exchanges.**

(a) Subject to compliance with Section 2.5, a Holder may by delivery of an Exercise Form exercise a Special Warrant at any time following delivery to the Company of an

Ownership Certification showing that such Holder is a U.S. Holder and the Special Warrant Units shall be issued by the Company to such Holder(s).

(b) Within five (5) Business Days of the delivery of either (x) the Regulatory Ruling Notice or (y) receipt of an opinion from independent outside regulatory counsel for the Company that the Declaratory Ruling is not necessary (such date, the “**Mandatory Exchange Date**”), all Special Warrants shall be automatically exercised subject to compliance with Section 2.5, and the Special Warrant Units shall be issued by the Company to the respective Holders, subject to, the following:

(i) If Special Warrants are being exercised following delivery of the Regulatory Ruling Notice, no Non U.S. Holder shall be permitted to exercise any Special Warrant unless such Non U.S. Holder has received all requisite Specific Approvals from the FCC to hold the associated Special Warrant Units or except to the extent that the Company reasonably determines based on advice of independent outside regulatory counsel, which may be based on responses in a Non U.S. Holder’s Ownership Certification or other representations, that Specific Approval is not required.

(ii) If the foregoing limitation on exercise results in a Holder being unable to exchange its Special Warrant in full, such Holder shall be issued a new Special Warrant representing the difference between the number of Special Warrant Units issuable pursuant to its initial Special Warrant and the number of Special Warrant Units issued to such Holder on the Mandatory Exchange Date.

(c) Following the Mandatory Exchange Date, Special Warrants may be exercised (but in any event no later than fifteen (15) Business Days prior to the Expiration Date) subject to compliance with Section 2.5, and the Special Warrant Units shall be issued by the Company to the applicable Holders, subject to the following:

(i) the Holder seeking to exercise its Special Warrant has completed and delivered to the Company an Exercise Form and an Ownership Certification (or a certification that its Ownership Certification previously submitted to the Company remains true and complete) no less than ten (10) Business Days prior to the proposed Exercise Date for such Special Warrant(s);

(ii) based on the Exercise Form and Ownership Certification delivered to the Company pursuant to Section 2.4(c)(i), the Company shall, at least two (2) Business Days prior to the proposed Exercise Date, determine, in good faith and based on the written advice of independent outside legal counsel whether the issuance of some or all of the requested Special Warrant Units would cause the Company to violate the Communications Laws or the LLC Restrictions; provided that, the Company, acting on the advice of independent outside legal counsel, shall have the right to request from the Holder any additional information that is required to ensure that the exercise would not violate the Communications Laws and the LLC Restrictions;

(iii) if the Company determines based on the advice of independent outside regulatory counsel, pursuant to Section 2.4(c)(ii), that it may issue some or all of

the Special Warrant Units sought in the Exercise Form without violating the Communications Laws or the LLC Restrictions, the Company shall, subject to Section 2.4(c)(iv), and in any event within two (2) Business Days following such determination, issue to the Holder, in book entry form, the number of Special Warrant Units representing the lesser of (x) the number of Special Warrant Units sought in the Exercise Form and (y) the maximum number of Special Warrant Units that may be issued to the Holder in compliance with the Communications Laws and the LLC Restrictions. To the extent that the number of Special Warrant Units issued by the Company to the Holder is less than the total number of Special Warrant Units issuable under the Special Warrants held by such Holder, the Company shall issue to the Holder a new Special Warrant representing such remaining amount; and

(iv) to the extent that the Company determines based on the written advice of independent outside regulatory counsel, pursuant to Section 2.4(c)(ii), that a request to exercise a Special Warrant requires the Company or a Holder to seek and obtain prior approval from the FCC or any State PUC, including in order to obtain any Specific Approval required by the Communications Laws before issuing all requested Special Warrant Units, the Company shall issue the number of Special Warrant Units for which prior regulatory approval is not required. The Company may, if requested by such Holder (at the cost and expense of such Holder), file such application(s) or request(s) with the appropriate Governmental Authority(ies), including a request for Special Approval, as are necessary to issue the balance of the requested Special Warrant Units, promptly, and in any event within thirty (30) days following receipt of all information from the Holder that is required based on the written advice of independent outside legal counsel. The Company, acting on the written advice of independent outside legal counsel, shall have the right to, based on such written advice, request such Holder to provide all information that is required to comply with the Communications Laws and applicable rules of any State PUC. Within five (5) Business Days of obtaining all such necessary approvals, the Company shall issue to the Holder, in book-entry form, the balance of the requested number of Special Warrant Units.

## **2.5 Method of Exchange or Exercise.**

(a) Any exchange or exercise of Special Warrants pursuant to the terms of this Agreement shall be irrevocable as of the date of delivery of the Special Warrant Units and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with the terms of this Agreement.

(b) Notwithstanding any provisions contained herein to the contrary, no Holder shall be entitled to exercise or exchange a Special Warrant that would cause the Company to be in violation of the Communications Laws including any terms and conditions of the Declaratory Ruling. The Company reserves the right to reject (without prejudicing such Holder's ability to deliver subsequent Exercise Forms) any and all attempted exercises, including mandatory exercises, of the Special Warrants if the Company believes, based on the written advice of independent outside legal counsel, that such exercise would violate this Agreement or the Communications Laws or be otherwise unlawful. Any such determination by the Company shall be final and binding on the Holders, absent manifest error; *provided* that the Company shall

provide a Holder with the reasonable opportunity to correct any defects in its Exercise Forms (without prejudicing such Holder's ability to deliver subsequent Exercise Forms). The Company further reserves the right, based on the written advice of independent outside legal counsel, to request such information reasonably required to determine whether an exercise or exchange would without regulatory approval violate the Communications Laws or be unlawful. Subject to the Communications Laws and other applicable Law, the Company reserves the absolute right to waive any of the conditions to any particular Special Warrant exercise or any defects in the Exercise Form(s). The Company shall provide prompt written notice to the Holder of any such rejection or waiver.

(c) In connection with the exchange or exercise of a Special Warrant and in each case, in accordance with the LLC Agreement, the Holder shall (i) surrender its Special Warrant to the Company, (ii) pay the applicable Price for the Special Warrant Units to be purchased, which Price shall be paid in United States dollars by wire transfer to the Company, in immediately available funds and (iii) if not already a party to the LLC Agreement, execute a joinder to the LLC Agreement in substantially the form as Exhibit A to the LLC Agreement.

## **2.6 Issuance of Special Warrant Units.**

(a) Upon the effectiveness of any exchange or exercise of any Special Warrant pursuant to Sections 2.4 and 2.5 and subject to the limitations set forth therein, the Company shall promptly at its expense, and in no event later than five (5) Business Days after the Mandatory Exchange Date, cause to be issued as directed by the Holder of such Special Warrant the total number of Special Warrant Units (including fractional units, if applicable) for which such Special Warrant is being exchanged or exercised (as the same may have been adjusted pursuant to Section 3) pursuant to the terms of this Agreement in such denominations as are requested by each Holder and registered as directed by each such Holder.

(b) The Special Warrant Units shall be deemed to have been issued at the time at which all of the conditions to such exchange or exercise set forth in Sections 2.4 and 2.5, as applicable, have been fulfilled, and the Holder, or other Person in such Holder's Holder Group to whom the Holder shall direct the issuance thereof, shall be deemed for all purposes to have become the holder of such Special Warrant Units at such time.

(c) Upon each issuance of Special Warrant Units pursuant to Sections 2.4 and 2.5 and subject to the limitations set forth therein, the Company shall promptly, and in any event within seven (7) Business Days of the issuance of any Special Warrant Units, amend Schedule A to the LLC Agreement to reflect each Holder's ownership of Special Warrant Units.

## **2.7 Authority to Issue Common Units.**

(a) The Company shall take all actions as may be necessary to assure that Special Warrant Units will be duly and validly issued and authorized upon the exchange and exercise of the Special Warrants without violating the Company's governing documents, including the LLC Agreement, or any applicable Laws.

(b) The Company covenants that it will take such actions as may be necessary or appropriate so that all Special Warrant Units issued upon exchange or exercise of the Special

Warrants will, upon issuance in accordance with the terms of this Agreement, be fully paid and non-assessable (to the extent such concepts apply), and free from any and all (i) security interests created by or imposed upon the Company and (ii) taxes, liens and charges with respect to the issuance thereof (in each case, except for the restrictions expressly set forth in the LLC Agreement and restrictions on transfer as expressly set forth herein).

(c) The Company represents and warrants to the Holders that the issuance of the Special Warrants and the Special Warrant Units in accordance with the terms hereof will not constitute a breach of, or a default under, any of the Company's governing documents, including the LLC Agreement, or other material agreements to which the Company or any of its Subsidiaries is a party.

**2.8 Close of Books.** Except as required to comply with the Communications Laws and other applicable Laws, the Company shall not close its books against the transfer of any Special Warrants or any Special Warrant Units in any manner which interferes with the timely exchange or exercise of such Special Warrants.

**2.9 Payment of Taxes.** In connection with the exercise or exchange of Special Warrants, the Company shall not be required to pay any tax or other charge imposed in respect of any transfer involved in the Company's issuance and delivery of Special Warrant Units (including certificates therefor, if any) (or any payment of cash or other property in lieu of Special Warrant Units) to any recipient other than the Holder of the Special Warrants being exchanged or exercised, and in case of any such tax or other charge, the Company shall not be required to issue or deliver any Special Warrant Units (or cash or other property in lieu of Special Warrant Units) until such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Company or it has been established to the Company's reasonable and good faith satisfaction that any such tax or other charge that is or may become due has been paid.

**2.10 Pre-emptive Rights.** The provisions of Section [15] (Preemptive Rights) of the LLC Agreement shall, subject to the Communications Laws, apply mutatis mutandis to Holders of Special Warrants. To the extent that, as a result of the Communications Laws, a Holder or group of Holders is unable to exercise its rights pursuant to Section [15] (Preemptive Rights) of the LLC Agreement in respect of some or all of the Preemptive Securities that such Holder or group of Holders would otherwise be entitled to purchase pursuant thereto had all of the Special Warrants of such Holders been exercised as of immediately prior to the exercise of such rights, then, in lieu of the Preemptive Securities that such Holder or group of Holders is unable to purchase, the Company shall offer each eligible Holder the right to purchase an equivalent amount of Convertible Securities (which in the case of issuance of Units, shall be additional Special Warrants) in an amount and at such price sufficient to enable each such Holder or group of Holders to acquire the number of Preemptive Securities upon conversion or exercise of such additional Convertible Securities, that such Holder would otherwise have been entitled to purchase under the LLC Agreement. The issuance of these Convertible Securities, and any subsequent conversion or exercise thereof, shall be subject to receipt of all required regulatory approvals, if any. The Convertible Securities shall be acquired on terms equivalent to those on which the Preemptive Securities are acquired (including the purchase price thereof) in accordance with the LLC Agreement.

### SECTION 3. ADJUSTMENT OF PRICE AND NUMBER OF UNITS

In order to prevent dilution of the rights granted under the Special Warrants, the Price shall be subject to adjustment from time to time as provided in this Section 3 and Section 7.2, and the number of Special Warrant Units issuable upon exchange or exercise of each Special Warrant shall be subject to adjustment from time to time as provided in this Section 3.

**3.1 *Subdivision or Combination of Common Units.*** In the event that the amount of outstanding Common Units is increased or decreased by conversion, combination (by reverse unit split or reclassification) or subdivision (by any unit split or reclassification) of or with respect to any Common Units (or any similar transaction), then, on the effective date of such conversion, combination or subdivision (or similar transaction), the number of Special Warrant Units issuable on exchange or exercise of the Special Warrants then outstanding shall be increased or decreased, as applicable, in proportion to such increase or decrease, as applicable, in the outstanding Common Units. Whenever the number of Special Warrant Units that would be issued upon the exchange or exercise of the Special Warrants then outstanding is adjusted pursuant to this Section 3.1 (or upon the occurrence of a record date with respect thereto), the Price shall be adjusted (to the nearest one one-millionth of one cent (\$0.00000001)) to an amount calculated by multiplying such Price immediately prior to such adjustment by a fraction (a) the numerator of which shall be the number of Special Warrant Units issuable upon the exchange or exercise of the Special Warrants then outstanding immediately prior to such adjustment and (b) the denominator of which shall be the number of Special Warrant Units so issuable immediately thereafter.

**3.2 *Distributions.*** The Holders of the Special Warrants shall not be entitled to receive any distributions from the Company on account of any Special Warrants. The Company shall not authorize or make any distributions in respect of the Common Units until the Company has received the Declaratory Ruling. Thereafter, the Company shall include the Holders of Special Warrants in any distributions as if the Special Warrants had been exchanged for Common Units; provided, that, if the Declaratory Ruling has not been received by the date that is eighteen (18) months following the date hereof, the Company shall be permitted to make distributions in accordance with the LLC Agreement and the Company shall work in good faith with the Holders of Special Warrants to construct a reasonable mechanism for such Holders to receive, simultaneously with or as promptly as practicable after distributions are paid to holders of Common Units, distributions in the same form, amount and proportion as paid to holders of Common Units as permitted under the Communications Laws. For the avoidance of doubt, the Parties acknowledge that the foregoing proviso is intended to place the Holders of Special Warrants in the same economic position the Holders would have been in if the Special Warrants had been exercised immediately prior to the applicable Company distribution.

**3.3 *Reorganization, Reclassification, Consolidation, Merger or Sale.*** In connection with an Organic Change, each Holder shall have the right to acquire and receive, upon the subsequent exercise of Special Warrants, such cash, stock, securities or other assets or property as would have been issued or payable in such Organic Change with respect to, or in exchange for the number of Special Warrant Units that would have been issued upon exchange or exercise of such Special Warrant, if such Special Warrant had been exchanged or exercised immediately prior to the occurrence of such Organic Change. The Company shall not enter into an agreement



or effect an Organic Change (i) prior to the Mandatory Exchange Date until the Company has satisfied its obligations to issue Special Warrant Units under Section 2.4(b) hereof and (ii) unless, prior to the consummation of an Organic Change, the surviving Person (if a Person other than the Company) resulting from the Organic Change, shall assume, by written instrument substantially similar in form and substance to this Agreement in all material respects (including with respect to the provisions of Section 3), the obligations under this Agreement and the LLC Agreement, including the obligation to deliver to the Holder such cash, stock, securities or other assets or property which, in accordance with the foregoing provision, the Holder shall be entitled to receive upon exchange or exercise of the Special Warrant. The provisions of this Section 3.3 shall similarly apply to successive Organic Changes.

**3.4 Redemption.** If a Redemption Event occurs, the Company shall provide proportional consideration for or a proportional redemption of Special Warrants or Convertible Securities held by the Holders, as applicable, on the same terms as and at a price equal to the price paid to members of the Company for their Units or other securities in connection with the Redemption Event, as if the Special Warrants had been exchanged for Common Units immediately prior to such Redemption Event.

**3.5 Notice of Adjustments.** Whenever the number or kind of Special Warrant Units or the Price is adjusted as herein provided, the Company shall (i) prepare, or cause to be prepared, a written statement setting forth the adjusted number or kind of Units issuable upon the exchange or exercise of Special Warrants and the Price of such Units after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made, and (ii) give written notice to the Holders in the manner provided in Section 7.3 below, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any action taken in accordance with this Section 3.

## **SECTION 4. TRANSFER AND EXCHANGE OF SPECIAL WARRANTS**

**4.1 [Reserved].**

**4.2 Restrictions on Exchanges and Transfers.** No Special Warrants shall be sold, exchanged or otherwise Transferred unless (a) an equivalent sale, exchange or Transfer of the Units issuable upon exercise of such Special Warrant would be permitted under the LLC Agreement, (b) such sale, exchange or Transfer is effectuated in compliance with the terms of the LLC Agreement applicable to the equivalent sale, exchange or Transfer of the Units issuable upon exercise of such Special Warrant (applying the requirements of Section [10.1] (Additional Company Security Holders) of the LLC Agreement to such sale, exchange or Transfer mutatis mutandis), (c) such sale, exchange or Transfer would not otherwise violate the Securities Act, state securities Laws, the Communications Laws or the Company's governing documents, including the LLC Agreement, (d) the Company has received an Ownership Certification from the proposed transferee, and (e) prior to the issuance of the Declaratory Ruling, such Transfer would not result in a Non U.S. Holder not disclosed in the Petition for Declaratory Ruling holding more than 5% of the fully diluted equity in the Company or result in the Company violating the Communications Laws, provided that the Company may waive this limitation if in the Company's discretion it determines that acceptance of the Transfer would comply with the Communications Laws and not materially delay the Declaratory Ruling and (f) following the

issuance of the Declaratory Ruling, the Company has received any Specific Approval required in connection with such Transfer; provided, that, if a Special Warrant is sold, exchanged or otherwise Transferred pursuant to this Agreement to a U.S. Holder, then such Special Warrants shall be deemed automatically exercised and exchanged and such Units shall be issued pursuant to the processes and conditions described in Sections 2.4 and 2.5, including the requirement that such Holder deliver a joinder to the LLC Agreement and that such exercise not violate the Communications Laws. If any Holder purports to Transfer Special Warrants to any Person in a transaction that would violate the provisions of this Section 4.2, such Transfer shall be void *ab initio* and of no effect.

#### **4.3 *Obligations with Respect to Transfers and Exchanges of Special Warrants.***

(a) All Special Warrants issued upon any registration of a Transfer or exchange of Special Warrants shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Special Warrants surrendered upon such registration of Transfer or exchange. No service charge shall be made to a Registered Holder for any registration, Transfer or exchange of any Special Warrants, but the Company may require payment of a sum sufficient to cover any stamp or other tax that may be imposed by a Governmental Authority on the Registered Holder in connection with any such exchange or registration of Transfer.

(b) Subject to this Section 4.3, the Company shall, upon receipt of all applicable information required to be delivered hereunder, from time to time register the Transfer of outstanding Special Warrants in the Special Warrant Register, upon delivery by the Registered Holder thereof, to the Company, of a form of assignment substantially in the form of **Exhibit D** hereto, properly completed and duly executed by the Registered Holder thereof or by the duly appointed legal representative thereof or by a duly authorized attorney of the Registered Holder.

### **SECTION 5. OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS OF SPECIAL WARRANTS**

**5.1 *No Rights or Liability as a Member.*** Nothing contained herein shall be construed as conferring upon any Holder or his, her or its transferees (in their capacities as a Holder) the right to vote or to consent or to receive notice as a member of the Company in respect of any meeting of members for the election of managers of the Company or any other matter, or any other voting or consent rights whatsoever as a member of the Company on account of the Special Warrants. The vote or consent of Holders (in their capacities as such) shall not be required with respect to any action or proceeding of the Company on account of the Special Warrant he, she or it holds other than as set forth in the LLC Agreement. No Holder (in his, her or its capacity as such) shall have any right not expressly conferred hereunder, under the LLC Agreement or under or by applicable Law with respect to the Special Warrants held by such Holder. No mere enumeration in any document of the rights or privileges of any Holder shall give rise to any liability of such Holder for the Price hereunder or as a member of the Company, whether such liability is asserted by the Company or by creditors of the Company. Holders of Units issued upon exchange or exercise of the Special Warrants shall, subject to the LLC Agreement, have the same voting and other rights and be subject to the same obligations as other holders of Common Units in the Company.

**5.2 Notice to Registered Holders.** The Company shall give notice to Registered Holders in accordance with the notice provisions herein if at any time prior to the exercise in full, or exchange for one hundred percent (100%) of the Special Warrants, any of the following events shall occur:

- (a) an Organic Change;
- (b) a dissolution, liquidation or winding up of the Company; or

(c) the occurrence of any other event that would result in an adjustment to the Price or the number of Special Warrant Units issuable upon the exchange or exercise of the Special Warrants under Section 3. Such notice must be provided by the Company, at least ten (10) Business Days prior to the date fixed as the record date or the date of closing of the Company's unit transfer books for the determination of the members entitled to such dividend, distribution or subscription rights, or of the members entitled to vote on such Organic Change, dissolution, liquidation or winding up of the Company or any other event that would result in an adjustment to the Price or the number of Special Warrant Units issuable upon the exchange or exercise of the Special Warrants under Section 3. Such notice shall specify such record date or the date of closing the unit transfer books or proposed effective date, as the case may be. Failure to provide such notice shall not affect the validity of any action taken. For the avoidance of doubt, no such notice (or the failure to provide it to the Holders) shall supersede or limit any adjustment called for by Section 3 by reason of any event as to which notice is required by this Section 5.2.

**5.3 Cancellation of Special Warrants.** If the Company shall purchase or otherwise acquire Special Warrants in accordance with this Agreement, such Special Warrants shall be cancelled and retired by appropriate notation on the Special Warrant Register.

## SECTION 6. COVENANTS

**6.1 Additional Assurances.** Each of the Parties hereto agrees to perform, execute and acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments, and assurances as may be required for the carrying out or performing of the provisions of this Agreement. The Company shall not take any actions or refrain from taking any actions that would prevent any of the Special Warrants from being exercised or converted, subject to the express requirements contained herein or in the LLC Agreement.

**6.2 Expenses.** All reasonable, documented and out of pocket expenses incident to Elliott's, PIMCO's, Oaktree's, HBK's, and Franklin's (each as defined in the LLC Agreement) exercise and performance of this Agreement (including the fees and expenses of counsel) will be borne by the Company. All expenses incident to the Company's performance of or compliance with this Agreement will be borne by the Company, including: (i) messenger and delivery services and telephone calls; (ii) all fees and disbursements of counsel for the Company; (iii) all fees and disbursements of independent certified public accountants or knowledgeable experts selected by the Company; and (iv) the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties). In the event of

any litigation brought by Elliott, PIMCO, Oaktree, HBK and Franklin (each as defined in the LLC Agreement) against the Company to enforce their rights under this Agreement, upon a final non-appealable order from a court of competent jurisdiction, the non-prevailing party in such litigation shall reimburse the prevailing party for its reasonable, documented and out of pocket expenses incurred in connection with such litigation.

## SECTION 7. MISCELLANEOUS PROVISIONS

**7.1 *Binding Effects; Benefits.*** This Agreement shall inure to the benefit of and shall be binding upon the Company and the Holders and their respective permitted heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any Person other than the Company and the Holders, or their respective heirs, legal representatives, successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

### **7.2 *Withholding; Adjustments Relating to Withholding.***

(a) Notwithstanding any provision in this Agreement to the contrary, and subject to Section 7.2(b), the Company is authorized to take any actions reasonably necessary to comply with all applicable tax withholding and reporting requirements imposed by any Governmental Authority, which may include requiring, on prior written notice (to the extent reasonably practicable), reimbursement from any Holder to the extent any withholding is required in the absence of any distribution. Holders shall use commercially reasonable efforts to provide the Company any requested and appropriate tax and withholding certifications (such as IRS Forms W-9 and the appropriate IRS Forms W-8, as applicable) that are necessary to enable compliance with, or reduce or eliminate, applicable tax withholding and reporting requirements imposed by any Governmental Authority.

(b) Notwithstanding any adjustments provided for in this Agreement, the Company may decrease the number of Special Warrant Units issuable on exchange or exercise of any Special Warrant, upon prior written notice to the applicable Holder (to the extent reasonably practicable), in the event any withholding or deduction with respect to taxes would be required under applicable Law (including in connection with any adjustment described under Section 3 with respect to such Special Warrant) (a “**Special Warrant Withholding Event**”) by the Special Warrant Withholding Amount; *provided* that the applicable tax has been remitted in cash to the appropriate taxing authority or authorities in accordance with applicable Law. “**Special Warrant Withholding Amount**” means, with respect to any Special Warrant Withholding Event, the number of Special Warrant Units that equals (i) the amount of withholding or deduction of taxes required (including as a result of the applicable adjustment described under Section 3) divided by (ii) the Fair Market Value of a Special Warrant Unit (determined as of the date of the Special Warrant Withholding Event).

### **7.3 *Notices.***

(a) All notices or other communications which are required or permitted hereunder shall be in writing and shall be deemed to have been given if (i) personally delivered or sent by electronic mail (in each case, subject to the receipt of acknowledgment of successful

transmission), (ii) sent by nationally recognized overnight courier or (iii) sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

if to the Company, to:

[Windstream Holdings LLC  
4001 Rodney Parham Road  
Little Rock, Arkansas]  
Attn: [●]  
E-mail: [●]

With a copy, which shall not constitute notice, to:

[●]

if to the Holders, to:

[●]  
[●]  
[●]

Attention: [●]

With a copy, which shall not constitute notice, to:

[●]

(b) Any such communication shall be deemed to have been received (A) when delivered, if personally delivered or sent by email, (B) the next Business Day after delivery, if sent by nationally recognized overnight courier, and (C) on the third (3<sup>rd</sup>) Business Day following the date on which the piece of mail containing such communication is posted, if sent by first-class mail.

**7.4 *Persons Having Rights under this Agreement.*** Nothing in this Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any Person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the Parties, their successors and permitted assigns.

**7.5 *Examination of this Agreement.*** A copy of this Agreement, and of the entries in the Special Warrant Register relating to a Registered Holder's Special Warrant, shall be available at all reasonable times at an office designated for such purpose by the Company, for examination by the Registered Holder.

**7.6 *Counterparts.*** This Agreement may be executed in any number of counterparts (including via facsimile or other electronic method), and each such counterpart shall be deemed

to be an original instrument, but all such counterparts taken together shall constitute but one agreement.

**7.7 Amendments and Waivers.**

(a) Except as expressly provided herein (including in connection with any Transfer of Special Warrants in accordance with this Agreement), this Agreement and any term of this Agreement (including all exhibits, appendixes, annexes and schedules hereto) may only be amended, modified or restated and the observance of any term of this Agreement may only be waived (either generally or in a particular instance, and either retroactively or prospectively, by merger, operation of law or otherwise), by a written instrument duly executed by the Company and holders of the Majority Holders Consent (other than amendments to correct clerical errors).

(b) If any amendment, modification, waiver or restatement of any term of this Agreement would, by its terms be disproportionately and materially adverse to a particular Holder or group of Holders (without regard to such Holders' particular circumstances) as compared to any other Holder or group of Holders, such amendment, modification, waiver or restatement shall require the prior written consent of each such Holder (or holders of a majority of the Special Warrant Units represented by the Special Warrants held by such group of Holders).

(c) Any amendment or waiver effected in accordance with this Section 7.7 shall be binding upon each current Holder, each future Holder, and the Company. Any claim that an amendment was approved in violation of this Section 7.7 must be brought within six (6) months after notice of the amendment is provided to each Holder in accordance with Section 7.3.

(d) No amendment or waiver of this Agreement shall be effective if such amendment or waiver would result in a violation of any Laws, including the Communications Laws.

**7.8 No Inconsistent Agreements; No Impairment.** The Company shall not, on or after the date hereof, enter into any agreement with respect to its securities which conflicts with the rights granted to the Holders in this Agreement. The Company represents to the Holders that the rights granted hereunder do not in any way conflict with the rights granted to holders of the Company's securities under any other agreements. The Company will at all times and in good faith assist in the carrying out of all the provisions of the Special Warrants and in the taking of all such actions as may be necessary in order to preserve the exercise rights of the Holders against impairment.

**7.9 Integration/Entire Agreement.** This Agreement (including all exhibits, appendixes, annexes, schedules and other agreements and documents expressly referenced herein or therein) collectively with the Special Warrants and the Company's governing documents, including the LLC Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

**7.10 Governing Law, Etc.**

(a) This Agreement and each Special Warrant issued hereunder shall be governed by, and construed in accordance with, the Laws of the State of Delaware (without giving effect to choice of law principles thereof to the extent that the application of the laws of another jurisdiction would be required thereby).

(b) Subject to the proviso to the second sentence of this Section 7.10(b), each of the Parties (i) consents to submit itself to the exclusive personal jurisdiction of the Chancery Court of Delaware and, if such court declines jurisdiction, any federal court located in the State of Delaware in the event of any action arising out of or relating to this Agreement, the Special Warrants or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action arising out of or relating to this Agreement, the Special Warrants or any of the transactions contemplated by this Agreement in any court other than the Chancery Court of Delaware and, if such court declines jurisdiction, a federal court sitting in the State of Delaware. In any action arising out of or relating to this Agreement, the Special Warrants or any of the transactions contemplated by this Agreement, each party irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action is brought in an inconvenient forum or that the venue of such action is improper; provided, however, that, notwithstanding anything to the contrary in this Section 7.10(b) or otherwise, the Company shall retain the right to bring any such action arising out of or relating to this Agreement, the Special Warrants or any of the transactions contemplated hereby, to the extent that the subject matter of such action is contemplated by the Amended Plan or the Disclosure Statement with respect to the Amended Plan (as amended, modified or supplemented from time to time), in the United States Bankruptcy Court for the Southern District of New York, and each of the parties hereto (i) consents to submit itself to the exclusive personal jurisdiction of the Chancery Court of Delaware and, if such court declines jurisdiction, any federal court located in the State of Delaware in the event of any action arising out of or relating to this Agreement, the Special Warrants or any of the transactions contemplated by this Agreement and (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court.

(c) Each Party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to Section 7.3.

**7.11 Termination.** This Agreement will terminate on the date when all Special Warrants have been exercised. The provisions of this Section 7 shall survive a termination of the Agreement.

**7.12 Waiver of Trial by Jury.** To the fullest extent permitted by Law, each of the Parties irrevocably waives all right to trial by jury in any action or counterclaim arising out of or relating to this Agreement, the Special Warrants or any of the transactions contemplated by this Agreement. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

**7.13 Remedies.** The Company hereby agrees that, in the event that the Company violates any provisions of the Special Warrants (including the obligation to deliver Special Warrant Units upon the exchange or exercise thereof, in accordance with this Agreement), the remedies at law available to the Holder of such Special Warrant may be inadequate. In such event, the Holder of such Special Warrants, shall have the right, in addition to all other rights and remedies it may have, to specific performance or injunctive or other equitable relief to enforce the provisions of this Agreement and the Special Warrants.

**7.14 Severability.** If any provision of this Agreement or the application of any such provision to any Person(s) or circumstance(s) shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall remain in full force and be effectuated as if such illegal, invalid, or unenforceable provision is not part hereof.

**7.15 Confidentiality.** The Company and the Holders agree that the Special Warrant Register and personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or carrying out of this Agreement, shall remain confidential subject to Section [18] (Confidentiality) of the LLC Agreement.

**7.16 LLC Agreement.** Notwithstanding anything to the contrary set forth in this Agreement, the provisions hereof are not intended to and shall not be deemed to diminish or modify any of the Company's obligations set forth in the LLC Agreement or convey rights to the Holders thereunder except as provided in this Agreement and in the LLC Agreement. Prior to the issuance of the Declaratory Ruling, (A) the applicable provisions of the LLC Agreement, including, the provisions Section [11] (Transfers by Company Security Holders), Section [12] (Drag-Along Rights), Section [13] (Right of First Refusal), Section [14] (Tag-Along Rights), Section [17] (Initial Public Offering) and Section [20.9] (Amendments) of the LLC Agreement applicable to Units and the ownership thereof shall apply to Special Warrants mutatis mutandis, (B) each Holder shall receive the same information in the same manner and at the same time as information is provided to each holder of Units pursuant to Section [7] (Accounting; Information Rights) of the LLC Agreement (subject to the limitations set forth therein applied mutatis mutandis); provided, that each Holder receiving such information shall be bound by the confidentiality restrictions set forth in Section [18] (Confidentiality) of the LLC Agreement, (C) the provisions of the Registration Rights Agreement applicable to Units and the ownership thereof shall apply to Special Warrants mutatis mutandis and (D) each Holder shall be treated as a holder of Units for purposes of Section [20.9] (Amendments) of the LLC Agreement. Any determination with respect to the Company's obligations hereunder shall be made by the Board acting in good faith and in accordance with the LLC Agreement.<sup>6</sup>

*[Signature Page Follows]*

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<sup>6</sup> **Note to Draft:** LLC Agreement to state that Special Warrants will be treated as Units for all purposes other than voting for the board; provided, that Holders may not be involved in the management or operation of the Company and will have no voting rights except certain investor protections permitted under the FCC's rules.



IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned Parties as of the date first above written.

**[WINDSTREAM HOLDINGS LLC]**

By: \_\_\_\_\_  
Name:  
Title:

**HOLDERS:**

**ANNEX I**  
**INFORMATION RELATING TO THE HOLDERS**

<b>Holder Name</b>	
Name in Which Special Warrants to be Registered	
Number of Special Warrants	
Address for All Notices	
Tax Identification Number	

**ANNEX II**

**Exhibit A**

**Form of Special Warrant**

THE SECURITIES REPRESENTED BY THIS SPECIAL WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXCHANGE OR EXERCISE OF THE SPECIAL WARRANT) ARE SUBJECT TO ADDITIONAL AGREEMENTS SET FORTH IN THE SPECIAL WARRANT AGREEMENT DATED AS OF [●], 2020, BY AND AMONG THE COMPANY AND THE HOLDERS NAMED THEREIN (THE “SPECIAL WARRANT AGREEMENT”).

THIS SPECIAL WARRANT WILL BE VOID IF NOT EXERCISED PRIOR TO  
5:00 P.M., NEW YORK CITY TIME, ON [●], 2055

**SPECIAL WARRANT TO PURCHASE  
[●] COMMON UNITS OF**

**[WINDSTREAM HOLDINGS LLC]Ꝟ**

**ISSUE DATE: [●], 2020**

No. W-[●]

This certifies that, for value received, the undersigned and its registered assigns (collectively, the **“Registered Holder”**), is entitled to purchase from [WINDSTREAM HOLDINGS LLC], a Delaware limited liability company (the **“Company”**), subject to the terms and conditions hereof and in the Special Warrant Agreement, at any time before 5:00 p.m., New York time, on [●], the number of fully paid and non-assessable Common Units of the Company set forth above at the Price (as defined in the Special Warrant Agreement). The Price and the number and kind of Units purchasable hereunder are subject to adjustment from time to time as provided in Section 3 of the Special Warrant Agreement. The initial Price shall be \$0.0001 per Common Unit purchased hereunder.

This Special Warrant Certificate shall not be valid unless countersigned by the Holder hereof.

Exercisable for a total of [●] Common Units, subject to adjustment in accordance with Section 3 of the Special Warrant Agreement.

IN WITNESS WHEREOF, this Special Warrant has been duly executed by the  
Company as of the

[●], 2020.

**[WINDSTREAM HOLDINGS LLC]**

By: \_\_\_\_\_  
Name:  
Title:

**[REGISTERED HOLDER]**

By: \_\_\_\_\_  
Name:  
Title:

Address of Registered Holder for Notices (until changed in accordance with the terms of the  
Special Warrant Agreement):

[●]

**Exhibit B  
Exercise Form**

*[To come]*

**EXHIBIT C  
Ownership Certification**

*[To come]*

**Exhibit D**  
**FORM OF ASSIGNMENT FOR REGISTERED HOLDERS OF SPECIAL WARRANTS**

(To be executed only upon assignment of Special Warrants)

For value received, the undersigned Holder of Special Warrants of [WINDSTREAM HOLDINGS LLC], a Delaware limited liability company (the “**Company**”), issued pursuant to that certain Special Warrant Agreement, dated as of [●], 2020 (the “**Special Warrant Agreement**”), by and between the Company and the Special Warrantholders listed on Annex I thereto, hereby sells, assigns and transfers unto the Assignee(s) named below the number of Special Warrants listed opposite the respective name(s) of the Assignee(s) named below, and all other rights of such Holder under said Special Warrants, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney, to transfer said Special Warrants, as and to the extent set forth below, on the Special Warrant Register maintained for the purpose of registration thereof, with full power of substitution in the premises:

Name(s) of Assignee(s)	Address of Assignee(s)	Number of Special Warrants

By: \_\_\_\_\_

Name:

Title:

Dated:

Note: The above signature and name should correspond exactly with the name of the Holder of the Special Warrants as it appears on the Special Warrant Register.

**Exhibit F**  
**Governance Term Sheet**

**GOVERNANCE TERM SHEET**

This Governance Term Sheet (this “**Governance Term Sheet**”) sets forth the principal corporate governance terms and conditions for Reorganized Windstream and its subsidiaries, including charters, bylaws, operating agreements, or other organization documents, as applicable (the “**New Organizational Documents**”), as agreed among the Requisite Backstop Parties. Capitalized terms used but not defined in this Governance Term Sheet shall have the meanings given to them in that certain Plan Support Agreement, dated as of March 2, 2020 (as amended, supplemented or modified pursuant to the terms thereof, the “**Plan Support Agreement**”).

This Governance Term Sheet does not include a description of all of the terms, conditions, and other provisions that are to be contained in the New Organizational Documents and other Definitive Documents, but the New Organizational Documents and other Definitive Documents and will not contain any terms or conditions that are inconsistent with this Governance Term Sheet or section 1123(a)(6) of the Bankruptcy Code.

**MATERIAL PROVISIONS**

<p><b>Structuring Matters</b></p>	<p>Reorganized Windstream shall be a Delaware limited liability company and its operating agreement shall include a customary waiver of corporate opportunities and fiduciary duties for non-executive directors.</p> <p>Except for Elliott, Oaktree, PIMCO, Brigade and Franklin who will be receiving a portion of their ownership interests in Reorganized Windstream in New Common Stock and a portion in Special Warrants, all holders of 1L debt that are not able to certify that they are U.S. Persons for purposes of the Communications Act of 1934, and the FCC rules and, where applicable, state statutes and State public utilities commission regulations (“<b>Communications Laws</b>”) will receive special warrants (“<b>Special Warrants</b>”) exercisable for New Common Stock in exchange for their 1L debt on the terms set forth in a warrant agreement to be agreed between Elliott and the Major 1L Holders. Holders of Special Warrants (in their capacity as such) will have no voting rights as members of Reorganized Windstream and will not participate in the management or operations of Reorganized Windstream, unless or until the Special Warrants are converted into New Common Stock following FCC approval.</p>
<p><b>New Board</b></p>	<p>The new board of directors of Reorganized Windstream (the “<b>New Board</b>”) shall be comprised of 11 members appointed as follows (subject to the sunset thresholds set forth below):</p> <ul style="list-style-type: none"> <li>• 1 director shall be the Chief Executive Officer of Reorganized Windstream;</li> <li>• 5 directors shall be designated by Elliott (with two being non-employees of Elliott with sector experience) so long as Elliott holds at least 25% of the New Common Stock; 3 directors designated by Elliott (so long as it holds at least 21.5% of the New Common Stock) with one being a non-employee of Elliott with sector experience; 2 directors designated by Elliott (so long as it holds at least 18% of the New Common Stock) and 1 director designated by Elliott (so long as it holds at least 7.9% of the</li> </ul>

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New Common Stock);

- 5 directors shall be designated collectively by PIMCO, Oaktree, Franklin and HBK<sup>1</sup> (PIMCO, Oaktree, Franklin and HBK, collectively, the “**Major 1L Holders**”) (with two being non-employees of a Major 1L Holder with sector experience) so long as the Major 1L Holders hold at least 25% of the New Common Stock; 3 directors designated by the Major 1L Holders (so long as they hold at least 21.5% of the New Common Stock) with one being a non-employee of a Major 1L Holder with sector experience; 2 directors designated by the Major 1L Holders (so long as they hold at least 18% of the New Common Stock) and 1 director designated by the Major 1L Holders (so long as they hold at least 7.9% of the New Common Stock).
- of the Major 1L Holders appointees, 1 director will be appointed by PIMCO (so long as it holds at least 7.9% of the common stock), 1 director appointed by Oaktree (so long as it holds at least 7.9% of the common stock), 1 director appointed by Franklin and HBK<sup>2</sup> (so long as they together hold at least 7.9% of the common stock) and 2 directors appointed by the Major 1L Holders by a majority in interest of the common stock held by the Major 1L Holders.

The chair of the New Board will be one of the Elliott director designees for so long as Elliott has the right to appoint 5 directors.

Board action shall require approval of both (i) a majority of directors (in all cases) and (ii) so long as there are at least 2 Principal Stockholders and the Principal Stockholders (other than the then largest holder) collectively hold in excess of 25% of the New Common Stock, at least 1 director appointed by the largest Principal Stockholder and 1 director appointed by one other Principal Stockholder to approve “Major Actions” (described below). “**Principal Stockholder**” means each of PIMCO, Oaktree and Elliott for so long as such holder holds in excess of 7.9% of the New Common Stock.

A quorum shall require both (i) a majority of directors and (ii) at least 2 directors designated by Elliott and 2 directors designated by the Major 1L Holders (so long as each holds at least 25% of the New Common Stock respectively); provided, that if Elliott’s ownership falls below 25%, the presence of only 1 such Elliott director will be required and if the Major 1L Holders’ ownership falls below 25%, the presence of only 1 such Major 1L Holders director will be required.

Each committee will include an appointee of each of the Principal Stockholders with each appointee to the committee having proportionate voting rights on the committee as such Principal Stockholders have on the board.

Vacancies resulting from a reduction in designation rights of Elliott or the Major 1L Holders will thereafter be nominated and elected by a majority of the New Common Stock.

<sup>1</sup> Note to Draft: HBK’s board designation right subject to FCC approval.

<sup>2</sup> Note to Draft: HBK’s board designation right subject to FCC approval.



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	<p>The New Board has full authority other than to the extent a member vote is required under law (in which case a majority vote of equity holders is required) or as expressly provided in this Governance Term Sheet.</p> <p>Elliott, on the one hand, and the Major 1L Holders, on the other hand, will each have the right to designate three observers. Observer rights will terminate for any holder or group if the holder or group holds less than 4%.</p> <p>Any contractual allocation of the Major 1L Holders’ director designation rights to be set forth in the New Organizational Documents. Director designation and observer rights may be transferred between Elliott, on the one hand, and the Major 1L Holders, on the other hand, or among the Major 1L Holders (but not to third parties).</p> <p>For purposes of this term sheet, holdings of New Common Stock will be calculated without giving effect to any (i) management incentive plans, (ii) equity issuances on which preemptive rights are not offered or (iii) convertible securities on which preemptive rights have been offered if (and only if) such convertible securities are issued with (x) an annual interest rate at issuance at a discount and (y) a conversion price at issuance at a premium, in each case of clauses (x) and (y), compared to the then prevailing market rates when compared to a market benchmark to be agreed between Elliott and the Major 1L Holders and set forth in the Definitive Documents.</p> <p>All ownership thresholds set forth in this section “Board Matters” and section “Major Actions” below that are based on holdings of New Common Stock will be proportionally adjusted to account for the number of Special Warrants granted to Elliott and the Major 1L Holders until FCC ownership approval is obtained or the conversion of the Special Warrants.</p>
<p><b>Transfers</b></p>	<ul style="list-style-type: none"> <li>• All transfers of New Common Stock (which for purposes of this section “Transfers” includes Special Warrants as if exercised) will be subject to a right of first refusal (for a period of no more than 2 business days for transfers of 1% or less of the New Common Stock and for a period of no more than 5 business days for transfers of more than 1% of the New Common Stock), exercisable on a <i>pro rata</i> basis by all stockholders holding in excess of 4% of the New Common Stock); <u>provided</u> that no right of first refusal shall exist in connection with a drag-along transaction, transfers to affiliates or in connection with an IPO. For the avoidance of doubt, a right of first refusal means that the offer to the Reorganized Windstream stockholders must include the proposed material terms of the proposed transfer to a third party, including the identity of the third party. If the right of first refusal is not fully taken up, the residual shares may only be sold to such third party on the specified terms offered to the holders of the right of first refusal (<u>provided</u> that the price offered to such third party may be higher than the price offered to the holders of the right of first refusal), within 30 days.</li> <li>• Transfers of the New Common Stock must be in compliance with applicable securities laws and customary restrictions on any transfers</li> </ul>

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	<p>that would cause Reorganized Windstream to become a reporting company under the U.S. Securities Exchange Act of 1934 (the “<u>Exchange Act</u>”).</p> <ul style="list-style-type: none"> <li>• Transfers of the New Common Stock must be in compliance with applicable Communication Laws.</li> <li>• Tag-along rights on any transfer of more than 15% (taking into account prior transfers by such holder) of the New Common Stock for holders of more than 4% of the New Common Stock.</li> <li>• Following the 18 month anniversary of the Closing, customary drag-along rights for transfers to non-affiliates of more than 80% of the New Common Stock by holders of more than 50% of the New Common Stock. Drag-along transactions must be for the same form and proportions of consideration and must be received by all holders of New Common Stock. If the form of any consideration in such drag-along transaction is non-liquid securities, each holder of board designation rights in Reorganized Windstream will receive governance rights in the applicable entity proportional to those received by Elliott (including any board rights that Elliott may receive).</li> <li>• No transfers that would result in a stockholder and its affiliates holding in excess of 75% of the common stock will be permitted unless that stockholder offers to purchase all of the common stock (“<b><u>Buyout Offer</u></b>”) held by the other common stockholders for cash and such offer is accepted by at least 66 and 2/3% of the stockholders to whom the offer is made.</li> </ul>
<b>IPO</b>	<p>The New Board is responsible for determining the timing of and approving any IPO. If no Qualified IPO after 8.5 years following emergence, holders collectively holding 70% or more of the New Common Stock (which for purposes of this section “IPO” includes Special Warrants as if exercised) then held by all holders other than the then largest holder, (so long as such 70% or more constitutes at least 25% of all New Common Stock) can cause an IPO. If this IPO right is exercised, the New Board can elect to defer the IPO for up to twelve (12) months to review strategic alternatives designed to provide liquidity to requesting equity holders and/or can repurchase the equity of the demanding holders at the then fair market value determined via a mechanism to be agreed by Elliott and the Major IL Holders in the Definitive Documents.</p> <p>Upon an IPO with a minimum amount of proceeds to be agreed (a “<u>Qualified IPO</u>”), the operating agreement of Reorganized Windstream shall terminate and the equity holders will cooperate in good faith to develop a post-IPO governance regime in consultation with the underwriters in light of prevailing market practice at the time.</p>
<b>Registration Rights</b>	<p>Following a Qualified IPO, (i) each holder of more than 4% of the New Common Stock (which for purposes of this section “Registration Rights” includes Special Warrants as if exercised) shall have customary piggyback registration rights (with pro rata priority among rights holders) and (ii) any</p>

<b><u>MATERIAL PROVISIONS</u></b>	
	holder of more than 15% of the New Common Stock shall have customary demand registration rights, which may include shelf rights, in each case, subject to customary lock-up and cut-back obligations in connection therewith.
<b>Information Rights</b>	Holders of the New Common Stock (which for purposes of this section “Information Rights” includes Special Warrants as if exercised) who agree to confidentiality restrictions will receive annual audited and quarterly unaudited financial reports. As soon as reasonably practicable following each financial statement delivery, the senior management team will be required to participate in a teleconference call with holders of New Common Stock to discuss the reports. Bona fide proposed third party purchasers of a holder’s equity that enter into customary confidentiality agreements with Reorganized Windstream shall have access to such financial reports.
<b>Preemptive Rights</b>	Prior to a Qualified IPO, holders of more than 4% of the New Common Stock (which for purposes of this section “Preemptive Rights” includes Special Warrants as if exercised) will have customary preemptive rights to participate pro rata on all issuances by Reorganized Windstream and its subsidiaries of equity and convertible debt securities (subject to customary exceptions, including for M&A activity, debt kicker, management/director/consultant issuance) with oversubscription rights.
<b>Major Actions</b>	<p>So long as there are at least 2 Principal Stockholders and the Principal Stockholders (other than the then largest holder) collectively hold in excess of 25% of the New Common Stock, at least 1 director appointed by the largest Principal Stockholder and 1 director appointed by one other Principal Stockholder to approve the following actions by the Company or its subsidiaries (such approval not to be unreasonably conditioned, withheld or delayed):</p> <ul style="list-style-type: none"> <li>• Prior to 18 months following emergence, undertake an IPO;</li> <li>• Prior to 18 months following emergence, dividends in excess of \$2 million;</li> <li>• Entry into a material new line of business that is not ancillary to or an expansion of an existing line of the business of Reorganized Windstream at such time;</li> <li>• Non-pro rata dividends or distributions and non-pro rata repurchases and redemptions or dividends or distributions in which holders do not receive the same form of consideration, in each case, on a class of equity and excluding repurchases and redemptions from any member of management or holder other than a Principal Stockholder;</li> <li>• Hiring/Firing (other than for cause) of the CEO and CFO;</li> <li>• Budget approval if budget exceeds prior year budget by 17.5% or more;</li> <li>• Bankruptcy, liquidation, dissolution or winding up of the Company or subsidiaries holding substantially all of its assets;</li> <li>• Incurrence of debt within 18 months following emergence that would</li> </ul>

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	<p>result in a leverage ratio in excess of 3.75 to 1; and</p> <ul style="list-style-type: none"> <li>• Changes to the number of directors on the Board.</li> </ul> <p>So long as there are at least 2 Principal Stockholders and the Principal Stockholders (other than the then largest holder) collectively hold less than 25% but more than 18% of the New Common Stock, at least 1 director appointed by the largest Principal Stockholder and 1 director appointed by 1 other Principal Stockholder to approve the following actions by the Company or its subsidiaries (such approval not to be unreasonably conditioned, withheld or delayed):</p> <ul style="list-style-type: none"> <li>• Bankruptcy, liquidation, dissolution or winding up of the Company or subsidiaries holding substantially all of its assets; and</li> <li>• Incurrence of debt within 18 months following emergence that would result in a leverage ratio in excess of 3.75 to 1.</li> </ul> <p>Non-pro rata dividends and distributions and non-pro rata repurchases and redemptions or dividends or distributions in which holders do not receive the same form or proportion of consideration, in each case, on a class of equity, shall require the approval of the Major 1L Holders, but excluding repurchases and redemptions from any member of management or from a holder other than a Principal Stockholder or Major 1L Holder). For purposes of this approval right, “Major 1L Holders” shall include any permitted transferee of a Major 1L Holder that (x) holds at least 7.9% of the New Common Stock or (y) in the case of Franklin or HBK, is a transferee of such Major 1L Holder’s entire interest in Reorganized Windstream.</p>
<p><b>Amendments</b></p>	<p>Amendments (other than amendments to correct clerical errors and subject to the immediately following proviso) to the New Organizational Documents (including the operating agreement of Reorganized Windstream) shall require the approval of holders of at least 50.1% of the New Common Stock (which for purposes of this section “Amendments” includes Special Warrants as if exercised) and shall include at least two unaffiliated equity holders (and shall require the approval of (i) Oaktree, so long as Oaktree is a Principal Stockholder, and (ii) PIMCO so long as PIMCO is a Principal Stockholder (but, in each case, not their non-Affiliate transferees). Amendments (other than amendments to correct clerical errors) to (i) the definition of Major Actions and the related provisions, (ii) the board appointment and voting rights and related provisions (including, for the avoidance of doubt, consent rights and affiliate transactions), (iii) the tag-along, drag-along, ROFR, right to cause an IPO after 8.5 years, preemptive rights, no side deals and Buyout Offer provisions and (iv) the amendments provisions shall also require the approval of all of the Principal Stockholders (but not their non-Affiliate transferees); <u>provided</u> that the foregoing consent right shall not apply to amendments made solely to grant rights associated with the issuance of equity interests to a new equity holder if (x) such new rights do not discriminate against a particular existing equity holder and (y) are approved by a majority of the Principal Stockholders at such time.</p> <p>If there is only 1 Principal Stockholder, amendments to the information rights provisions shall require approval of a majority of the non-Principal Stockholders; <u>provided</u> that quarterly management calls may cease when no holder (other than</p>

**MATERIAL PROVISIONS**

	<p>the then-largest) holds 4% or more of the New Common Stock.</p> <p>In any event, Amendments to the New Organizational Documents (including the operating agreement of Reorganized Windstream) that by their terms are disproportionately and materially adverse to a particular equity holder or group of equity holders (without regard to such equity holders’ particular circumstances) as compared to any other equity holder or group of equity holders, will require the prior written consent of a such equity holder; <u>provided</u> that a grant of rights associated with the issuance of equity interests to a new equity holder shall not in and of itself be deemed disproportionate and adverse if (x) such new rights do not discriminate against a particular existing equity holder and (y) are approved by a majority of the Principal Stockholders at such time.</p> <p>Any claim that an amendment was approved in violation of the above requirements must be brought within six months after the amendment occurs.</p> <p>Any amendment fee paid to a Major 1L Holder shall be shared among the Major 1L Holders in proportion to their respective ownership percentages of all New Common Stock held by the Major 1L Holders as of immediately prior to the payment of such fee.</p>
<p><b>Affiliate Transactions</b></p>	<p>Reorganized Windstream will not engage in any Affiliate Transaction (as defined below) other than in compliance with the following provisions.</p> <p>For purposes hereof, “Affiliate” of a person means any other person that directly, or indirectly through one or more intermediaries, (i) controls such initial person, (ii) is controlled by such initial person, or (iii) is under common control with such initial person.</p> <p>The board of Reorganized Windstream will adopt reasonable protocols for the reasonable disclosure of equityholders’ Affiliate relationships subject to reasonable confidentiality provisions.</p> <p>All Affiliate Transactions of Reorganized Windstream will require approval of both (1) a majority of disinterested directors and (2) (i) a majority of the non-industry experienced directors appointed by the Major 1L Holders if a transaction with Elliott or an Affiliate of Elliott, and (ii) a majority of the non-industry experienced directors appointed by Elliott if a transaction with a Major 1L Holder or an Affiliate of a Major 1L Holder. For the avoidance of doubt, a majority of disinterested directors shall still be required to approve all Affiliate Transactions in the event the Major 1L Holders no longer hold director appointment rights.</p> <p>For purposes hereof, “Affiliate Transactions” shall include any transaction (including issuances of equity or debt) involving a holder of 5% or more of the equity of Reorganized Windstream (which for purposes of this section “Affiliate Transactions” includes Special Warrants as if exercised) and transactions involving Affiliates and portfolio companies of any such equity holders; <u>provided</u> that “Affiliate Transactions” shall not include (i) transactions or series of related transactions involving less than \$500,000 in aggregate payments shall not require such approvals if in the ordinary course of business consistent with past practice with a portfolio company of such Affiliate equity holder on an</p>

**MATERIAL PROVISIONS**

	<p>arms-length basis, (ii) employment and service arrangements for new or continued employment of directors, officers and employees shall not require such approvals (unless, in the case of any officer or employee, such officer or employee is or has been an employee of an equityholder), (iii) arrangements pursuant to which Elliott makes its consultants and/or advisors available to Reorganized Windstream and its subsidiaries for consulting or advisory services and for which Elliott is paid at cost for such consultants and/or advisors (provided that cost shall be reasonable, determined in good faith and no more than a pro rata allocation of the existing compensation expense of such individual reflecting the time devoted to Reorganized Windstream) subject to a \$3.0 million per year cost cap, and (iv) equity or debt financings with respect to which all holders of Reorganized Windstream are offered the opportunity to participate on the same terms. Reorganized Windstream shall be the exclusive owner of any work product prepared by any such Elliott consultants and/or advisors as part of their services to Reorganized Windstream pursuant to the arrangements permitted pursuant to the immediately preceding sentence.</p> <p>In the event that a matter that could reasonably be expected to materially and disproportionately benefit an Affiliate of an equityholder is brought before the board for consideration, if requested by a director who is part of a subset of directors whose approval would be required to enter into an Affiliate Transaction, such matter shall be discussed in a non-binding executive session outside the presence of the board member (or members) appointed by holders who have a conflict with respect to such matter.</p>
<b>Confidentiality</b>	<p>Equity holders shall be subject to customary confidentiality and use restrictions regarding information of Reorganized Windstream and its subsidiaries with exceptions for information shared in connection with a transfer which is permitted hereunder (<u>provided</u>; that such prospective transferee is bound by obligations of confidentiality and use no less restrictive than as set forth in the operating agreement).</p>
<b>No Side Deals</b>	<p>All equity holders will (i) represent as of the time of closing that all agreements with respect to the governance of the Reorganized Windstream are as set forth in the New Organizational Documents and no other agreements or understandings with respect to any such governance matters or the relationship between and among Reorganized Windstream, its directors and any equity holder in its capacity as equity holder have been entered into or made and (ii) covenant not to enter into any such agreements during the term of the operating agreement for the Company (other than agreements set forth in and in accordance with the operating agreement). For the avoidance of doubt, nothing in this provision will prohibit discussions between or among equity holders and no such discussion will be deemed, in and of itself, to be an agreement or understanding.</p>
<b>Governing Law</b>	<p>Delaware</p>

**Exhibit G**

**Description of the Restructuring Transactions**

As described in further detail in the Disclosure Statement (and, in particular, in Article XII of the Disclosure Statement), the Debtors are evaluating more than one potential emergence structure. The emergence structure, and, accordingly, the specific Restructuring Transactions to be undertaken to consummate the Plan, will depend, in significant part, on whether a private letter ruling is granted with respect to certain such structures. The Debtors will file a supplement to this Description of Transaction Steps once they determine the specific Restructuring Transactions that will be undertaken to consummate the Plan.

**Exhibit H**  
**Rights Offering Documentation**



**Exhibit H-1**

**Rights Offering Procedures**

**WINDSTREAM HOLDINGS, INC.,  
ON BEHALF OF REORGANIZED WINDSTREAM, AN ENTITY TO BE FORMED ON  
OR PRIOR TO THE EFFECTIVE DATE**

**RIGHTS OFFERING PROCEDURES**

Each Rights Offering Unit (as defined herein) is being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided by section 1145 of the Bankruptcy Code and, to the extent section 1145 is not applicable, Section 4(a)(2) of the Securities Act. None of the Subscription Rights (as defined herein) or Rights Offering Units issuable upon exercise of such rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security. However, there is a covenant in the Backstop Commitment Agreement that Reorganized Windstream, in the event that on the Effective Date it is a registrant under the Securities Exchange Act of 1934, shall enter into a registration rights agreement with the Backstop Parties, pursuant to which each Backstop Party shall be entitled to customary registration rights with regards to the Rights Offering Units. There is no certainty that any registration statements covering the Rights Offering Units will be filed or effective at the time the Rights Offering Units are issued or at all.

The Subscription Rights are not transferable, except as permitted by the Backstop Commitment Agreement (with respect to the Backstop Parties) or as agreed to by Windstream Holdings, Inc. (the "Company") and the Requisite Backstop Parties.

The Disclosure Statement has previously been distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan and that document sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Holder (as defined herein) prior to making a decision to participate in the Rights Offering. Additional copies of the Disclosure Statement are available upon request from the Subscription Agent (as defined herein).

The Rights Offering is being conducted by the Company on behalf of Reorganized Windstream in good faith and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any other person that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

Eligible Holders should note the following times relating to the Rights Offering:

Date	Calendar Date	Event
Record Date	[●], 2020	The date and time fixed by the Company for the determination of the holders entitled to participate in the Rights Offering.
Rights Offering Commencement Date	[●], 2020	Commencement of the Rights Offering.
Rights Offering Expiration Time	5:00 p.m. New York City Time on [●], 2020	<p>The deadline for Eligible Holders to subscribe for Rights Offering Units. The Eligible Holder’s rights offering subscription exercise form (the “<b><u>Subscription Form</u></b>”) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and executed subscription agreement (the “<b><u>Subscription Agreement</u></b>”) must be received by Kurtzman Carson Consultants LLC (the “<b><u>Subscription Agent</u></b>”) by the Rights Offering Expiration Time.</p> <p>Eligible Holders who are not Backstop Parties must deliver the Purchase Price (as calculated pursuant to the Subscription Form) by the Rights Offering Expiration Time.</p> <p>Eligible Holders who are Backstop Parties must deliver the Purchase Price by the deadline specified in the Backstop Commitment Agreement (the “<b><u>Escrow Account Funding Date</u></b>”).</p>

Terms used and not defined herein shall have the meaning assigned to them in the Plan (as defined below).

To Eligible Holders:

On May 14, 2020, the Debtors filed the *First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al.*, Pursuant to Chapter 11 of the Bankruptcy Code (as may be altered, amended, modified or supplemented from time to time in accordance with the terms thereof, the “**Plan**”), and the *Disclosure Statement Relating to the First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al.*, Pursuant to Chapter 11 of the Bankruptcy Code (as such may be altered, amended, modified or supplemented from time to time in accordance with the terms thereof, the “**Disclosure Statement**”) with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). Pursuant to the Plan, holders of Allowed First Lien Claims, which include Allowed First Lien Claims held through applicable brokers, dealers, commercial banks, trust companies, or other agents or nominees (the “**Subscription Nominees**”) (each such holder, an “**Eligible Holder**”) have the right to participate in the Rights Offering of the Reorganized Windstream Equity Interests (as defined herein) and the Special Warrants (as defined herein), as applicable (the “**Rights Offering Units**”), in accordance with the terms and conditions of the applicable Subscription Agreement and these Rights Offering Procedures. Only Eligible Holders that complete the applicable Subscription Form(s) may participate in the Rights Offering of the Rights Offering Units. As further described below, the Rights Offering Units an Eligible Holder will receive may be in the form of common membership interests in Reorganized Windstream (“**Reorganized Windstream Equity Interests**”) or warrants to purchase the Reorganized Windstream Equity Interests (“**Special Warrants**”). The number of Rights Offering Units issued to each Eligible Holder will be calculated to reflect a 37.5% discount to Plan Equity Value.

Pursuant to the Plan, the Backstop Parties and the Priority Non-Backstop Parties will be eligible to participate in a priority tranche of up to \$375,000,000 aggregate principal amount of the Rights Offering Units (the “**Backstop Priority Tranche**”). Each Priority Non-Backstop Party will receive rights to subscribe (the “**Priority Non-Backstop Party Subscription Rights**”) for its pro rata portion (based on its percentage holding of all First Lien Claims) of the Backstop Priority Tranche for up to \$79,400,000 of Rights Offering Units (the “**Priority Non-Backstop Cap**”), provided that no single Priority Non-Backstop Party, together with any of its affiliates or managed funds, may participate on account of more than \$141,000,000 in aggregate principal amount of First Lien Claims for purposes of determining its pro rata share of the Backstop Priority Tranche, and provided that it timely and properly executes and delivers its Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), and for transferees only, a transfer notice included as Exhibit [B] to the Subscription Form (a “**Transfer Notice**”), to the Subscription Agent in advance of the Rights Offering Expiration Time. Any Priority Non-Backstop Party Subscription Rights not exercised by the Priority Non-Backstop Parties in the Backstop Priority Tranche shall be made available for distribution to the Backstop Parties that have elected to purchase additional Rights Offering Units, as indicated in their Subscription Form, on a pro rata basis based on their backstop commitments (the “**Additional Backstop Party Subscription Rights**”).

Pursuant to the Plan, each Backstop Party will receive rights to subscribe (the “**Backstop Party Subscription Rights**”) for its pro rata portion (based on its backstop commitments) of the remaining Backstop Priority Tranche of \$295,600,000 (the difference between (a) the amount of the Backstop Priority Tranche and (b) the Priority Non-Backstop Cap), provided that it timely and

properly executes and delivers its Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), and for transferees only, a Transfer Notice, to the Subscription Agent in advance of the Rights Offering Expiration Time. Any Backstop Party Subscription Rights and Additional Backstop Party Subscription Rights not exercised by the Backstop Parties in the Backstop Priority Tranche shall be made available for distribution to any Eligible Holders that have elected to purchase additional Rights Offering Units, as indicated in their Subscription Form, on a pro rata basis based on their percentage holdings of all Allowed First Lien Claims (the “**Additional Eligible Holder Subscription Rights**”). Accordingly, the number of Rights Offering Units offered to each Eligible Holder may change subject to participation of other Eligible Holders. Eligible Holders are required to complete a Subscription Agreement with respect to the maximum number of Rights Offering Units it desires to purchase in the Rights Offering. If the full amount of additional Rights Offering Units that an Eligible Holder has requested to purchase is not available for issuance to such Eligible Holder pursuant to the terms of the Rights Offering, the Purchase Price of such Eligible Holder with respect to Rights Offering Units not issued to such Eligible Holder will be returned to you as soon as reasonably practicable, but in no event later than within ten (10) Business Days after the Effective Date. No interest will be paid on any returned Purchase Price.

Pursuant to the Plan, each Eligible Holder will receive rights to subscribe for its pro rata portion (based on its percentage holding of all First Lien Claims) of the General Tranche (as defined herein) (the “**Eligible Holder Subscription Rights**” and, together with the Additional Eligible Holder Subscription Rights, the “**Distributable Subscription Rights**”), provided that it timely and properly executes and delivers its Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), and for transferees only, a Transfer Notice, to the Subscription Agent in advance of the Rights Offering Expiration Time. For the avoidance of doubt, any Backstop Party or Priority Non-Backstop Party who is also an Eligible Holder will receive their pro rata share of the Distributable Subscription Rights. The General Tranche shall consist of the difference between (a) \$750,000,000 aggregate principal amount of Rights Offering Units minus the Flex Adjustment (as defined herein), if any, (the “**Rights Offering Amount**”) and (b) the amount of the Backstop Priority Tranche. Pursuant to the Plan, the Rights Offering Amount may be adjusted downwards to a minimum of \$540,000,000 in the event that the Flex Exit Facility Term Loans are funded on the Effective Date (the “**Flex Adjustment**”). The Distributable Subscription Rights, Priority Non-Backstop Party Subscription Rights, Backstop Party Subscription Rights, and Additional Backstop Party Subscription Rights are collectively referred to as the “**Subscription Rights**”.

Except as provided under the Backstop Commitment Agreement with respect to the Backstop Parties, no Eligible Holder shall be entitled to participate in the Rights Offering unless the Purchase Price for the Rights Offering Units it subscribes for is received by the Subscription Agent (i) in the case of an Eligible Holder that is not a Backstop Party, by the Rights Offering Expiration Time, and (ii) in the case of an Eligible Holder that is a Backstop Party, by the Escrow Account Funding Date. No interest is payable on any advanced funding of the Purchase Price. If the Rights Offering is terminated for any reason, your Purchase Price will be returned to you as soon as reasonably practicable, but in no event later than within ten (10) Business Days after such termination. No interest will be paid on any returned Purchase Price.

Each Eligible Holder that (i) timely delivers an Ownership Certification by the Rights

Offering Expiration Time (the “**Ownership Certification Deadline**”) (or delivers an Ownership Certification that the Company determines in its discretion to treat as timely) and (ii) such Ownership Certification contains information that allows the Company to clearly determine that such Eligible Holder’s foreign ownership, as calculated in accordance with FCC rules, is zero (a “**U.S. Holder**”), shall receive Reorganized Windstream Equity Interests on the Effective Date, in accordance with the Plan. Each Eligible Holder that (i) (A) timely delivers an Ownership Certification by the Ownership Certification Deadline (or delivers an Ownership Certification that the Company determines in its discretion to treat as timely) and (B) certifies therein that its foreign ownership, calculated in accordance with FCC rules, is greater than zero, (ii) does not timely deliver, and the Company does not treat as having timely delivered, an Ownership Certification by the Rights Offering Expiration Time, or (iii) delivers an Ownership Certification that does not allow the Company to clearly determine such holder’s foreign ownership (with respect to sections (i)-(iii) herein, each a “**Non-U.S. Holder**,” and collectively, the “**Non-U.S. Holders**”), shall, on the Effective Date, receive one or both of Reorganized Windstream Equity Interests and Special Warrants as determined by the Company.

**In order to participate in the Rights Offering, you must complete all the steps outlined below. If all of the steps outlined below are not completed by the Rights Offering Expiration Time or the Escrow Account Funding Date, as applicable, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Rights Offering.**

#### **1. Rights Offering**

Each Eligible Holder that is not a Backstop Party has the right, but not the obligation, to participate in the Rights Offering. Only holders of an Allowed First Lien Claim as of the Record Date, or transferees which have validly and timely completed a Transfer Notice, may participate in the Rights Offering.

Subject to the terms and conditions set forth in the Plan, these Rights Offering Procedures and the Subscription Agreement, each Eligible Holder is entitled to subscribe for Rights Offering Units based on their Allowed First Lien Secured Claims, at the Aggregate Base Purchase Price, as defined and calculated in accordance with such Eligible Holder’s Subscription Form. Eligible Holders may elect to purchase additional Rights Offering Units, as indicated in their Subscription Form, subject to the availability, if any, of additional Rights Offering Units and the terms and conditions in these Rights Offering Procedures and the Subscription Agreement.

There will be no over-subscription privilege in the Rights Offering. Any Rights Offering Units that have not been subscribed in the General Tranche and the Priority Non-Backstop Tranche of the Rights Offering by Eligible Holders that are not Backstop Parties (the “**Unsubscribed Shares**”) will be purchased by the Backstop Parties in accordance with the Backstop Commitment Agreement. Subject to the terms and conditions of the Backstop Commitment Agreement, each Backstop Party is obligated to purchase its pro rata portion of the Unsubscribed Shares based on its backstop commitments.

**Any Eligible Holder that subscribes for Rights Offering Units and is deemed to be an “underwriter” under Section 1145(b) of the Bankruptcy Code or subscribes for Rights Offering Units pursuant to Section 4(a)(2) of the Securities Act will be subject to restrictions under the Securities Act on its ability to resell those securities. Resale restrictions are discussed in more detail in Article IX of the Disclosure Statement, entitled “Certain Securities Law Matters.”**

**SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBSCRIPTION AGREEMENT AND THE BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY BACKSTOP PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT ARE IRREVOCABLE.**

## **2. Subscription Period**

The Rights Offering will commence on the Rights Offering Commencement Date and will expire at the Rights Offering Expiration Time. Each Eligible Holder intending to purchase Rights Offering Units in the Rights Offering must affirmatively elect to exercise its Subscription Rights in the manner set forth in the Subscription Form by the Rights Offering Expiration Time.

Any exercise of Subscription Rights after the Rights Offering Expiration Time will not be allowed and any purported exercise received by the Subscription Agent after the Rights Offering Expiration Time, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

The Rights Offering Expiration Time may be extended with the consent of the Requisite Backstop Parties or as required by law.

## **3. Delivery of Rights Offering Documents**

Each Eligible Holder may exercise all or any portion of such Eligible Holder’s Subscription Rights, but subject to the terms and conditions of the Subscription Agreement. In order to facilitate the exercise of the Subscription Rights, beginning on the Rights Offering Commencement Date, the Subscription Agent will send a Subscription Form, Subscription Agreement and other relevant Rights Offering documents to each Eligible Holder, including Subscription Nominees, together with appropriate instructions for the proper completion, due execution, and timely delivery of the executed Subscription Agreement and the payment of the applicable Purchase Price for its Rights Offering Units.

## **4. Exercise of Subscription Rights**

(a) In order to validly exercise its Subscription Rights, each Eligible Holder that is not a Backstop Party must:

- i. return a duly executed Subscription Agreement along with a duly completed and executed Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and, for transferees only, a Transfer Notice, to the Subscription Agent, so that such documents are actually received by the Subscription

- Agent by the Rights Offering Expiration Time;
- ii. at the same time it returns its Subscription Agreement and Subscription Form to the Subscription Agent, but in no event later than the Rights Offering Expiration Time, pay the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the Subscription Form; and
  - iii. in the case of Allowed First Lien Claims held through a Subscription Nominee, return a duly completed Subscription Agreement in sufficient time to allow such Subscription Nominee to deliver the Subscription Agreement, along with any other required documentation, to the Subscription Agent, prior to the Rights Expiration Time.

(b) In order to validly exercise its Subscription Rights, each Eligible Holder that is a Backstop Party must:

- i. return a duly executed Subscription Agreement along with a duly completed and executed Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent, so that such documents are actually received by the Subscription Agent by the Rights Offering Expiration Time; and
- ii. no later than the Escrow Account Funding Date, pay the applicable Purchase Price to an escrow account established and maintained by a third party pursuant to the Backstop Commitment Agreement (the “**Escrow Account**”) or to a designated segregated account in accordance with the Backstop Commitment Agreement, as applicable, by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the Funding Notice (as defined herein); and
- iii. in the case of Allowed First Lien Claims held through a Subscription Nominee, return a duly completed Subscription Agreement in sufficient time to allow such Subscription Nominee to deliver the Subscription Agreement, along with any other required documentation, to the Subscription Agent, prior to the Rights Expiration Time.

All Eligible Holders, or Subscription Nominees acting on behalf of Eligible Holders, must deliver completed Subscription Forms (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), completed Subscription Agreements, and payment of the applicable Purchase Price payable for the Rights Offering Units elected to be purchased by such Eligible Holder (with respect to the Eligible Holders that are not Backstop Parties) directly to the Subscription Agent on or before the Rights Offering Expiration Time. In all cases, Eligible Holders that are Backstop Parties must deliver their payment of the applicable Purchase Price payable for the Rights Offering Units elected to be purchased by such Eligible Holder directly to the Escrow Account or a designated segregated account, as applicable, no later than the Escrow Account Funding Date.

In the event that the funds received by the Subscription Agent from any Eligible Holder do not correspond to the amount of Rights Offering Units elected to be purchased by such Eligible Holder, the amount of Rights Offering Units deemed to be purchased by such Eligible Holder will be the lesser of (a) the amount of Rights Offering Units elected to be purchased by such Eligible



Holder and (b) the amount of the funds received, in each case up to such Eligible Holder's pro rata portion of Rights Offering Units.

The cash paid to the Subscription Agent (or, in the case of Eligible Holders that are Backstop Parties, any other applicable third-party) in accordance with these Rights Offering Procedures will be deposited and held by the Subscription Agent in a segregated escrow account designated in escrow agreements mutually satisfactory to each of the Eligible Holders and the Debtors until administered in connection with the settlement of the Rights Offering on the Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

#### **5. Transfer Restriction; Revocation**

The Subscription Rights are not transferable, except as permitted by the Backstop Commitment Agreement (with respect to the Backstop Parties) or as agreed to by the Company and the Requisite Backstop Parties. If any Subscription Rights are transferred by an Eligible Holder in contravention of the foregoing, such Subscription Rights will be cancelled and neither such Eligible Holder nor the purported transferee will receive any Rights Offering Units otherwise purchasable on account of such transferred Subscription Rights. In order for a transferee to participate in the Rights Offering, the transferee must complete and return a Transfer Notice at the time it returns the Subscription Form.

Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions of the Subscription Agreement and the Backstop Commitment Agreement in the case of any Backstop Party, such exercise will be irrevocable.

#### **6. Termination and Return of Payment**

Unless the Effective Date has occurred, the Rights Offering shall terminate automatically without any further action or notice by any party at 5:00 p.m., New York City time on the third (3rd) Business Day following the occurrence of any of the following events: (i) the Closing Date (as defined in the Backstop Commitment Agreement) has not occurred by the Outside Date (as defined in the Backstop Commitment Agreement) (as such date may be extended pursuant to the terms of the Backstop Commitment Agreement), (ii) the Plan Support Agreement is terminated in accordance with its terms, or (iii) the Backstop Commitment Agreement is terminated in accordance with its terms.

To the extent that any portion of the Purchase Price paid to the Subscription Agent is not used to purchase Rights Offering Units, the Subscription Agent will return such portion, without interest, to the applicable Eligible Holder as soon as reasonably practicable, but in no event later than within ten (10) Business Days of a determination that such funds will not be used. If the Rights Offering has not been consummated by the Effective Date, the Subscription Agent will return any payments made pursuant to the Rights Offering to the applicable Eligible Holder as soon as reasonably practicable, but in no event later than within ten (10) Business Days thereafter.

## **7. Settlement of the Rights Offering and Distribution of the Rights Offering Units**

The Debtors intend that the Rights Offering Units will be issued to the Eligible Holders, and/or to any Affiliates (as defined in the Subscription Agreement) or Related Funds (as defined in the Subscription Agreement) that the Eligible Holders so designate in the Subscription Form, in book-entry form on the Company's transfer agent's books Rights Offering Unit.

## **8. Fractional Shares**

No fractional rights or Rights Offering Units will be issued in the Rights Offering. All share allocations (including each Eligible Holder's Rights Offering Units) will be calculated and rounded down to the nearest whole share.

## **9. Validity of Exercise of Subscription Rights**

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any Subscription Rights. Subscription Agreements will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith.

*Before exercising any Subscription Rights, Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.*

## **10. Modification of Procedures**

With the prior written consent of the Requisite Backstop Parties, the Debtors reserve the right to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures, to effectuate the Rights Offering and to issue the Rights Offering Units; *provided, however*, that the Debtors shall provide written notice to each Eligible Holder of any material modification to these Rights Offering Procedures made after the Rights Offering Commencement Date, including by filing notice of such modifications on the docket of the Chapter 11 Cases. In so doing, and subject to the consent of the Requisite Backstop Parties, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the Rights Offering Units. Nothing in this paragraph shall be construed so as to permit the Debtors to modify the terms of any executed and delivered Subscription Agreement without the consent of the Eligible Holder party thereto.

The Debtors shall undertake reasonable procedures to confirm that each participant in the Rights Offering is in fact an Eligible Holder, including, but not limited to, requiring additional certifications by such participant to that effect and other diligence measures as the Debtors deem

reasonably necessary.

#### **11. Inquiries And Transmittal of Documents; Subscription Agent**

The Rights Offering Instructions attached hereto should be read carefully and strictly followed by the Eligible Holders.

Questions relating to the Rights Offering should be directed to the Subscription Agent [via email to [WindstreamOffer@kccllc.com](mailto:WindstreamOffer@kccllc.com) (please reference “Windstream Rights Offering” in the subject line) or at the following phone numbers: (877) 499-4509 or, for international callers, (917) 281-4800.

The risk of non-delivery of all documents and payments to the Subscription Agent is on the Eligible Holder electing to exercise its Subscription Rights and not the Debtors or the Subscription Agent.

**WINDSTREAM HOLDINGS, INC.**

**RIGHTS OFFERING INSTRUCTIONS FOR ELIGIBLE HOLDERS**

**Terms used and not defined herein or in the Subscription Agreement shall have the meaning assigned to them in the Plan.**

**To elect to participate in the Rights Offering, you must follow the instructions set out below:**

1. **Insert** the principal amount of the Allowed First Lien Claims that you held as of the Record Date in Item 1 of your Subscription Form.
2. **Confirm** whether you are a Backstop Party pursuant to the representation in Item 7 of your Subscription Form.
3. **Confirm** whether you are a Priority Non-Backstop Party pursuant to the representation in Item 6 of your Subscription Form.
4. **Complete** the calculation in Item 5 of your Subscription Form, which calculates the Purchase Price for the Rights Offering Units that you elect to purchase.
5. **Read, complete, and sign** the certification in Item 10 of your Subscription Form
6. For transferees only, **read, complete and sign** the Transfer Notice.
7. **Read and countersign** the Subscription Agreement. Such execution shall indicate your acceptance and approval of the terms and conditions set forth therein.
8. **Read, complete, and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete, and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: [www.irs.gov](http://www.irs.gov).
9. **Return** your signed Subscription Agreement and Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent, or in the case of Allowed First Lien Claims held through a Subscription Nominee, to your Subscription Nominee in sufficient time to allow such Subscription Nominee to deliver the Subscription Agreement, along with any other required documentation, to the Subscription Agent prior to the Rights Offering Expiration Time either via email (in PDF or other standard format) to [WindstreamOffer@kccllc.com](mailto:WindstreamOffer@kccllc.com) or to the following physical addresses via mail:

**If by First Class Mail, Hand Delivery or  
Overnight Mail:**

Kurtzman Carson Consultants LLC  
**Re: Windstream Holdings, Inc., et al.**  
Attn: Rights Offering  
**222 N. Pacific Coast Highway, Suite 300**  
**El Segundo, California 90245**

10. **Arrange for full payment** of the Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 5 of your Subscription Form. An Eligible Holder that is not a Backstop Party should follow the payment instructions as provided in the Subscription Form. An Eligible Holder that is a Backstop Party should follow the payment instructions in the written notice delivered by the Debtors to the Backstop Parties in accordance with the Backstop Commitment Agreement (a “**Funding Notice**”).

**The Rights Offering Expiration Time is 5:00 p.m. New York City Time on [●], 2020.**

**Eligible Holders of Allowed First Lien Claims that are not Backstop Parties should follow the delivery and payment instructions provided in the Subscription Form. Eligible Holders of Allowed First Lien Claims that are Backstop Parties should follow the payment instructions in the Funding Notice.**

**Eligible Holders that are not Backstop Parties must deliver the appropriate funding directly to the Subscription Agent no later than the Rights Offering Expiration Time. Eligible Holders that are Backstop Parties must deliver the appropriate funding directly to the Escrow Account or a designated segregated account, as applicable, no later than the Escrow Account Funding Date.**

**Exhibit H-2**  
**Subscription Agreement**

**WINDSTREAM HOLDINGS, INC.**

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**SUBSCRIPTION AGREEMENT**

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NOTICES

THIS SUBSCRIPTION AGREEMENT (THE “AGREEMENT”) HAS BEEN PREPARED ON A CONFIDENTIAL BASIS SOLELY FOR THE BENEFIT OF ELIGIBLE HOLDERS (AS DEFINED HEREIN) IN CONNECTION WITH THE RIGHTS OFFERING BY WINDSTREAM HOLDINGS, INC. (THE “COMPANY”) ON BEHALF OF REORGANIZED WINDSTREAM PURSUANT TO THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF WINDSTREAM HOLDINGS, INC. ET AL., AS SUCH PLAN MAY BE ALTERED, AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, AND THE PLAN SUPPORT AGREEMENT, INCLUDING THE PLAN SUPPLEMENT AND ALL EXHIBITS, SUPPLEMENTS, APPENDICES AND SCHEDULES (THE “PLAN”). ANY REPRODUCTION OR DISTRIBUTION OF THIS AGREEMENT, OR RETRANSMITTAL OF ITS CONTENTS, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED, APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. NONE OF THE FOREGOING AUTHORITIES HAVE PASSED UPON, OR ENDORSED THE MERITS OF, THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURE STATEMENT RELATING TO THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF WINDSTREAM HOLDINGS, INC. ET AL., DATED AS OF MAY 14, 2020, AS MAY BE AMENDED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME, INCLUDING ALL EXHIBITS AND SCHEDULES THERETO AND REFERENCES THEREIN THAT RELATE TO THE PLAN, THAT IS PREPARED AND DISTRIBUTED IN ACCORDANCE WITH THE BANKRUPTCY CODE, THE BANKRUPTCY RULES, AND ANY OTHER APPLICABLE LAW (THE “DISCLOSURE STATEMENT”). ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) 15 U.S.C. §§ 77A-77AA, OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW. THE SECURITIES WILL BE OFFERED AND SOLD PURSUANT TO THE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY SECTION 1145 OF THE BANKRUPTCY CODE OR SECTION 4(A)(2) OF THE SECURITIES ACT, AS APPLICABLE. THIS AGREEMENT IS NOT AN OFFER TO SELL TO OR A SOLICITATION OF AN OFFER TO BUY FROM, NOR WILL ANY SECURITIES BE OFFERED OR SOLD TO, ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION, PURCHASE OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF SUCH JURISDICTION.



THE COMPANY MAKES NO REPRESENTATION TO ANY OFFEREE OR PURCHASER OF THE SECURITIES REGARDING THE LEGALITY OF AN INVESTMENT THEREIN BY SUCH OFFEREE OR PURCHASER UNDER APPLICABLE LEGAL INVESTMENT OR SIMILAR LAWS.

PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS AGREEMENT, THE DISCLOSURE STATEMENT OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS AGENTS, OFFICERS OR REPRESENTATIVES, AS LEGAL OR TAX ADVICE. EACH OFFEREE SHOULD CONSULT ITS OWN ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE COMPANY.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK, INCLUDING BUT NOT LIMITED TO, SUCH RISKS LISTED UNDER THE HEADING "RISK FACTORS" IN THE DISCLOSURE STATEMENT. IT IS SPECULATIVE AND SUITABLE ONLY FOR PERSONS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES AND HAVE NO NEED FOR LIQUIDITY IN THIS INVESTMENT. FURTHER, THIS INVESTMENT SHOULD ONLY BE MADE BY THOSE WHO UNDERSTAND OR HAVE BEEN ADVISED WITH RESPECT TO THE TAX CONSEQUENCES OF AND RISK FACTORS ASSOCIATED WITH THE INVESTMENT AND WHO ARE ABLE TO BEAR THE SUBSTANTIAL ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THEREFORE, INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO RETAIN OWNERSHIP OF THE SECURITIES AND TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “Agreement”), by and among Windstream Holdings, Inc. (the “Company”) and the undersigned (the “Subscriber”), shall be deemed executed as of the date the Company executes a counterpart to this Agreement previously executed by the Subscriber.

WHEREAS, on February 25, 2019, the Company and its affiliated debtors and debtors in possession (collectively, the “Debtors”) commenced cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, supplemented or otherwise modified from time to time, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, capitalized terms used but not otherwise defined herein have the meanings set forth in Section 8 hereof or the Plan;

WHEREAS, the Debtors submitted the Disclosure Statement to certain holders of claims against the Debtors in connection with the solicitation of acceptances of the Plan;

WHEREAS, pursuant to the Plan and the Rights Offering Procedures, each Eligible Holder will be granted Subscription Rights (as defined herein) entitling such Eligible Holder to purchase Rights Offering Units (as defined herein), as calculated in accordance with such Subscriber’s Subscription Form;

WHEREAS, the Subscriber has validly and timely completed and delivered a Subscription Form, in accordance with the Rights Offering Procedures;

WHEREAS, pursuant to the Rights Offering Procedures and Backstop Commitment Agreement, each Eligible Holder may transfer all or a portion of its Subscription Rights to a transferee (a “Transferee Eligible Holder”), to the extent permitted by the Backstop Commitment Agreement;

WHEREAS, the Subscriber has certified that it or a Related Fund (as defined herein) is either (a) an Eligible Holder of Allowed First Lien Claims as of the Record Date, as set forth in Item 1 of such Subscriber’s Subscription Form or (ii) a Transferee Eligible Holder, as set forth in Item 1 of such Subscriber’s Subscription Form and Transfer Notice (as defined in the Rights Offering Procedures);

WHEREAS, the Subscriber wishes to subscribe to purchase Rights Offering Units as set forth herein on the terms and subject to the conditions of, and in accordance with, the Plan, Rights Offering Procedures, the Backstop Commitment Agreement and this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber and the Company hereby represent and agree as follows:

1. SUBSCRIPTION.

(a) The Subscriber on behalf of itself or a Related Fund, severally and not jointly, hereby agrees to subscribe for the amount of Rights Offering Units set forth in Item 5 of such Subscriber's Subscription Form. The number of Rights Offering Units issued to the Subscriber will be calculated to reflect a 37.5% discount to Plan Equity Value. The Rights Offering Units may be in the form of common membership interests in Reorganized Windstream ("Reorganized Windstream Equity Interests") or warrants to purchase the Reorganized Windstream Equity Interests ("Special Warrants").

(b) If the Subscriber or a Related Fund is not a Backstop Party, the Subscriber will (i) return this Agreement and the Subscription Form no later than the Rights Offering Expiration Time and (ii) pay directly to the Subscription Agent the Purchase Price for such Rights Offering Units set forth in Item 5 of such Subscriber's Subscription Form, at the time it returns this Agreement to the Subscription Agent (as defined herein), but in no event later than the Rights Offering Expiration Time, by wire transfer only of immediately available funds in accordance with the instructions included on Item 8 of such Subscriber's Subscription Form. No interest shall be payable on any advanced funding of the Purchase Price.

(c) If the Subscriber or a Related Fund is a Backstop Party, the Subscriber will (i) return this Agreement and the Subscription Form no later than the Rights Offering Expiration Time and (ii) pay to an escrow account established and maintained by a third party pursuant to the Backstop Commitment Agreement (the "Escrow Account") or to a designated segregated account in accordance with the Backstop Commitment Agreement, as applicable, the Purchase Price for such Rights Offering Units set forth in Item 5 of such Subscriber's Subscription Form in no event later than the deadline and pursuant to the terms and conditions set forth in the Funding Notice (as defined in the Rights Offering Procedures). No interest shall be payable on any advanced funding of the Purchase Price.

(d) In the event that funds received by the Subscription Agent in payment for the Subscriber's Rights Offering Units in accordance with the instructions provided with this Agreement are less than the amount of Rights Offering Units elected to be purchased by the Subscriber (as set forth in Item 5 of such Subscriber's Subscription Form), the amount of Rights Offering Units deemed to be purchased by the Subscriber pursuant to this Agreement will be the lesser of (i) the amount of Rights Offering Units set forth in Item 5 of such Subscriber's Subscription Form and (ii) the amount of such funds received.

(e) Subject to the conditions specified in Section 6, the closing of the issuance of the Rights Offering Units contemplated by this Agreement (the "Closing") will take place on the Effective Date pursuant to the Plan. The date on which the Closing occurs is the "Closing Date."

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to the Subscriber as of the date hereof as follows:

(a) The Company is, as of the date hereof, duly organized and validly

existing under the laws of Delaware. As of the Effective Date, the Company or its successor or assign will be organized as a Delaware Limited Liability Company and will be duly organized and validly existing under the laws of such jurisdiction of organization.

(b) Subject to the entry of the Bankruptcy Court's confirmation order relating to the Plan and occurrence of the Closing, (i) the Company will have the requisite corporate power and authority to execute and deliver this Agreement, (ii) this Agreement and the consummation by the Company of the transactions contemplated hereby will have been duly authorized by all requisite corporate action and (iii) this Agreement will have been duly and validly executed and delivered by the Company and will constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) The Rights Offering Units, when issued in accordance with the provisions hereof and the Confirmation Order, will be validly issued by Reorganized Windstream.

(d) Except for the representations and warranties contained in this Section 2, the Plan and the Disclosure Statement, neither the Company nor any other Person makes any express or implied representation or warranty with respect to the Company or any other information provided to the Subscriber. Neither the Company nor any other Person will have or be subject to any liability or indemnification obligation to the Subscriber or any other Person resulting from the distribution to the Subscriber, or use by the Subscriber of, any such information, documents, projections, forecasts or other material made available to the Subscriber, unless and only to the extent that any such information is included in a representation or warranty contained in this Section 2, the Plan or the Disclosure Statement.

### 3. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER.

The Subscriber represents and warrants to the Company on behalf of itself or a Related Fund, severally and not jointly, as of the date hereof as follows:

(a) The Subscriber or a Related Fund is either (i) an Eligible Holder of the aggregate amount of Allowed First Lien Claims set forth on Item 1 of such Subscriber's Subscription Form or (ii) is a Transferee Eligible Holder who has validly and timely completed and delivered a Transfer Notice to the Subscription Agent in accordance with the Rights Offering Procedures.

(b) The Subscriber has the requisite corporate or other applicable power and authority to execute and deliver this Agreement and the Subscription Form and to perform its obligations hereunder and thereunder. This Agreement and the consummation by the Subscriber of the transactions contemplated hereby have been duly authorized by all requisite action. This Agreement has been duly and validly executed and delivered by the Subscriber and constitutes the valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity). Except to the extent the Subscriber is an individual, the Subscriber is a duly organized entity validly existing under the laws of the jurisdiction of its incorporation or

formation.

(c) Except as provided under applicable state securities laws and subject to the conditions contained in Section 6, this subscription is and shall be irrevocable, except that the Subscriber or Related Fund shall have no obligation hereunder if this Agreement is for any reason rejected, the Rights Offering is for any reason cancelled or this Agreement is terminated pursuant to Section 7.

(d) The Subscriber understands that the Rights Offering Units have not been registered under the Securities Act nor qualified under any state securities laws and that the Rights Offering Units are being offered and sold pursuant to an exemption from such registration and qualification requirements based on an exemption provided by section 1145(a) of the Bankruptcy Code or Section 4(a)(2) of the Securities Act, as applicable.

(e) The Subscriber has read and understands this Agreement, the Plan, the Disclosure Statement, the Rights Offering Procedures and the Subscription Form and understands the terms and conditions herein and therein and the risks associated with the Company and its business as described in the Disclosure Statement. The Subscriber has, to the extent deemed necessary by the Subscriber, discussed with legal counsel the representations, warranties and agreements that the Subscriber is making herein.

(f) No third-party consents or approvals (including governmental consents or approvals) are required to be obtained, made or given in order to permit the Subscriber to execute and deliver this Agreement and to perform its obligations hereunder except for any that will be obtained, made or given on or before the Closing Date or as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Subscriber's ability to consummate the transactions contemplated by this Agreement.

(g) Neither the execution and delivery of this Agreement by the Subscriber nor the consummation of any of the transactions contemplated hereby will violate or conflict with, or result in a breach of, or constitute a default under (whether upon notice or the passage of time or both) any (i) contract to which the Subscriber is a party or (ii) applicable laws, regulations, orders, judgments and decrees to which the Subscriber is subject, in each case with only such exceptions as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Subscriber's ability to consummate the transactions contemplated by this Agreement.

(h) The Subscriber is not relying upon any information, representation or warranty by the Company other than as set forth in this Agreement, the Plan, or the Disclosure Statement. The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisors as to the financial, tax, legal and related matters concerning an investment in the Rights Offering Units and on that basis believes that an investment in the Rights Offering Units is suitable and appropriate for the Subscriber.

(i) The Subscriber has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment contemplated by this Agreement, and it is able to bear the economic risk of an investment in the

Company. The Subscriber has sufficient financial resources available to support the loss of all or a portion of its investment in the Company, and has no need for liquidity in its investment in the Company.

(j) The Subscriber understands that it may be required to bear the economic risk of this investment indefinitely.

(k) The Subscriber is not a party to any contract with any Person (other than, if applicable, the Backstop Commitment Agreement, the Plan Support Agreement, and all other agreements to which it will be a party as contemplated by any of the foregoing agreements or the Plan and any contract giving rise to the expense reimbursement thereunder) that would give rise to a valid Claim against the Debtors for a brokerage commission, finder's fee or like payment in connection with the Subscriber's investment in the Company.

#### 4. SUBSCRIBER ACKNOWLEDGMENTS.

The Subscriber on behalf of itself or a Related Fund further acknowledges, severally and not jointly, the following as of the date hereof and as of the Closing Date:

(a) The Rights Offering Units purchased pursuant hereto will be initially issued in the name of the Subscriber, an Affiliate of the Subscriber or a Related Fund, as indicated on such Subscriber's Subscription Form.

(b) This Agreement contains the Subscriber's irrevocable firm commitment, subject only to the terms and conditions of this Agreement and the Rights Offering Procedures, to purchase the Rights Offering Units.

(c) Except to the extent provided in this Agreement or the Plan, the Company makes no representation or warranty in connection with the purchase of the Rights Offering Units.

(d) The Subscriber understands and acknowledges that it may receive one or both of Reorganized Windstream Equity Interests and Special Warrants as determined by the Company, based on the information provided by the Subscriber in the Ownership Certification, which certifies therein the amount of the Subscriber's foreign ownership (as calculated in accordance with FCC rules), the timely delivery of the Ownership Certification, and other considerations as set forth in the Rights Offering Procedures.

(e) No federal or state agency has made or will make any finding or determination as to the adequacy or accuracy of any information provided to the Subscriber in connection with its consideration of its investment in the Rights Offering Units or as to the fairness of the Rights Offering for investment, nor any recommendation or endorsement of the Rights Offering Units, except that the Bankruptcy Court has approved the Disclosure Statement.

(f) The Company will be relying on representations, warranties and agreements made by the Subscriber to the Company, and the covenants agreed to by the Subscriber, herein. The Subscriber agrees to provide, if requested, any additional information that may reasonably be required to determine its eligibility to purchase the Rights Offering Units.

If there is any change in any of the information provided by the Subscriber, or if any of the Subscriber's representations and warranties becomes inaccurate in any respect, the Subscriber will furnish such revised or corrected information to the Company as soon as reasonably practicable, but in any event within six (6) Business Days prior to the Rights Offering Expiration Time.

(g) The Subscriber understands and acknowledges that all calculations, including, to the extent applicable, the calculation of (i) the value of the Subscriber's or any other Eligible Holder's Allowed First Lien Secured Claim or (ii) the Subscriber's or any other Eligible Holder's allocation of Rights Offering Units, shall be made in good faith by the Company and in accordance with any Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

(h) The Disclosure Statement contains financial projections. The financial projections set forth in the Disclosure Statement represent the Debtors' management team's best estimate of the Debtors' future financial performance, which is necessarily based on certain assumptions regarding the anticipated future performance of the Reorganized Debtors' operations, as well as the United States and world economics in general, and the industry segments in the which the Debtors operate in particular. While the Debtors believe that the financial projections contained the Disclosure Statement are reasonable, there can be no assurance that they will be realized. In addition, the projections do not and cannot take into account such factors as the Debtors' ability to confirm and consummate the Plan; the potential that the Plan may be converted to a process to sell substantially all of the Debtor's assets under Section 363 of the Bankruptcy Code; the Debtors' ability to reduce their overall financial leverage; the potential adverse impact of the Chapter 11 Cases on the Debtors' operations, management and employees, and the risks associated with operating the Debtors' business during the Chapter 11 Cases; customer responses to the Chapter 11 Cases; the Debtors' inability to discharge or settle claims during the Chapter 11 Cases; general economic, business and market conditions and the COVID-19 pandemic; currency fluctuations; interest rate fluctuations; price increases; exposure to litigation; a decline in the Debtors' market share due to competition or price pressure by customers; the Debtors' ability to implement cost reduction initiatives in a timely manner; the Debtors' ability to divest existing businesses; financial conditions of the Debtors' customers; adverse tax changes; limited access to capital resources; changes in domestic and foreign laws and regulations; trade balance; natural disasters; geopolitical instability; and the effects of governmental regulations on the Debtors' businesses. The Subscriber acknowledges that it is prepared for the substantial economic risks involved in the purchase of the Rights Offering Units, including the total loss of its investment. The Debtors will not be under any duty to update the projections or the risk factors included in the Disclosure Statement prior to or after the Closing Date.

## 5. SUBSCRIBER COVENANTS

(a) The foregoing representations, warranties and acknowledgements of the Subscriber, on behalf of itself or a Related Fund, in Sections 3 and 4 are and will be true on the date hereof and as of the Closing Date, will survive delivery of this Agreement and will not survive the earlier of the Closing or the termination of this Agreement in accordance with its terms. If any of such representations, warranties and acknowledgements is not true prior to

acceptance of this Agreement by the Company or prior to the Closing Date, such Subscriber will give written notice as promptly as reasonably practicable of such fact to the Company, specifying which such representations and warranties are not true and the reasons therefor.

6. CONDITIONS TO CLOSING.

(a) Conditions to Each Party's Obligations. The respective obligations of the Subscriber and the Company to consummate the transactions contemplated by this Agreement are subject to:

- (i) the Plan's confirmation by the Bankruptcy Court; and
- (ii) the substantially contemporaneous occurrence of the Effective Date and the consummation of the other transactions contemplated by the Plan, the Disclosure Statement and the Backstop Commitment Agreement on the Effective Date.

(b) Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement with the Subscriber are subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

- (i) all representations, warranties and acknowledgments of the Subscriber in Sections 3 and 4 of this Agreement must be true and correct in all material respects on the Closing Date; and
- (ii) compliance by the Subscriber with the Rights Offering Procedures governing the Rights Offering, including payment by the Subscriber of the Purchase Price.

(c) Conditions to Obligations of the Subscriber. The obligations of the Subscriber to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

- (i) all representations and warranties of the Company in Section 2 of this Agreement must be true and correct in all material respects on the Closing Date; and
- (ii) compliance by the Company with the Rights Offering Procedures governing the Rights Offering.

7. TERMINATION.

Unless the Closing has occurred, this Agreement will terminate automatically and without any further action or notice by any party at 5:00 p.m., New York City time on the fifth (5th) Business Day following the occurrence of any of the following events: (i) the Closing Date (as defined in the Backstop Commitment Agreement) has not occurred by the Outside Date (as defined in the Backstop Commitment Agreement) (as such date may be extended pursuant to the terms of the Backstop Commitment Agreement), (ii) the Plan Support Agreement is terminated in accordance with its terms, or (iii) the Backstop Commitment Agreement is terminated in accordance with its terms. In the event this Agreement is terminated, the Subscription Agent



shall return any payments received pursuant to Section 1 of this Agreement, without interest, to the Subscriber as soon as reasonably practicable, but in no event later than within ten (10) Business Days after the date of termination.

This Section 7 and Section 9 shall survive termination of this Agreement.

8. INTERPRETATION OF THIS AGREEMENT.

(a) Terms Defined. As used in this Agreement, the following terms have the respective meanings set forth below:

“Chapter 11 Cases”: The restructuring of the Debtors’ capital structure and financial obligations pursuant to a “prearranged” plan of reorganization to be filed in jointly administered cases under the Bankruptcy Code in the Bankruptcy Court, implementing the terms and conditions of the Restructuring Term Sheet.

“Eligible Holder”: Any Person that, with respect to an Allowed First Lien Secured Claim, holds or beneficially owns such Allowed First Lien Secured Claim.

“Subscription Form”: The subscription form to be completed by Eligible Holders pursuant to the Rights Offering Procedures.

“Outside Date”: 11:59 p.m. New York City Time on December 31, 2020.

“Person”: An individual, partnership, limited liability company, joint-stock company, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

“Purchase Price”: With respect to the Subscriber, the Aggregate Base Purchase Price as calculated pursuant to Item 3 of the Subscription Form plus the amount of any additional Rights Offering Units the Subscriber elects to subscribe for pursuant Item 5 of the Subscription Form.

“Record Date”: [●], 2020.

“Related Fund”: With respect to the Subscriber, any fund, account or investment vehicle that is controlled, managed, advised or sub-advised by (a) the Subscriber, (b) an Affiliate of the Subscriber or (c) the same investment manager, advisor or subadvisor as the Subscriber or an Affiliate of such investment manager, advisor or subadvisor.

“Rights Offering Units”: The units of Reorganized Windstream Equity Interests and Special Warrants being offered to Eligible Holders in the Rights Offering.

“Subscription Rights”: The non-certificated subscription rights to purchase Rights Offering Units in connection with the Rights Offering on the terms and subject to the conditions set forth in the Plan, the Rights Offering Procedures and this Agreement.

“Subscription Agent”: Kurtzman Carson Consultants LLC, or any other entity designated as such by the Company, in its capacity as a subscription agent and escrow agent in connection with the Rights Offering.

“Rights Offering Expiration Time”: 5:00 p.m. New York City Time on [●], 2020, the date by which the properly completed Agreement and the Purchase Price will be required to be delivered to the Subscription Agent as provided in the Subscription Form.

(b) Directly or Indirectly. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such Person.

(c) Governing Law; Jurisdiction. THIS AGREEMENT, AND ALL CLAIMS ARISING OUT OF OR RELATING THERETO, WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. THE SUBSCRIBER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*.

(d) Section Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof.

(e) Construction. This Agreement has been freely and fairly negotiated between the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. The words “include”, “includes”, and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “this Agreement”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

9. MISCELLANEOUS.

(a) Notices.

(i) The Subscriber acknowledges that a completed and signed copy of this Agreement, the Subscription Form, a Transfer Notice, if applicable, together with payment of the Purchase Price, must be received by the Subscription Agent or in the Escrow Account, if applicable, in accordance with the instructions included herewith by the Rights Offering Expiration Time or, as applicable, the deadline set forth in the Funding Notice, for the subscription contemplated hereby to be valid.

(ii) Except as otherwise provided in this Agreement, following execution of this Agreement, all demands, notices, requests, consents and other communications

under this Agreement must be in writing (which may be by e-mail, facsimile or other electronic means), sent to all of the notice parties set forth below and deemed given on the same Business Day when delivered if between 8:00 a.m. to 8:00 p.m. New York City Time, or otherwise the next Business Day, at the addresses and facsimile numbers set forth below:

(A) if to the Subscriber, at its address, e-mail address or facsimile number shown on the Subscription Form, or at such other address or facsimile number as the Subscriber may have furnished the Company and the Subscription Agent in writing; and

(B) if to the Company, at (or at such other address, e-mail address or facsimile number as it may have furnished in writing to the Subscriber):

Windstream Holdings, Inc.  
4001 Rodney Parham Road  
Little Rock, Arkansas  
Attention: Kristi M. Moody  
E-mail address: Kristi.Moody@windstream.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Attention: Stephen Hessler and Tim Cruickshank  
E-mail addresses: shessler@kirkland.com  
tim.cruickshank@kirkland.com

and

Kirkland & Ellis LLP  
300 North LaSalle Street  
Chicago, IL 60654  
Attention: Ross Kwasteniet, Brad Weiland and John Luze  
E-mail addresses: rkwasteniet@kirkland.com  
brad.weiland@kirkland.com  
john.luze@kirkland.com

(b) Expenses and Taxes. The Company will pay, and hold the Subscriber harmless from any and all liabilities (including interest and penalties) with respect to, or resulting from any delay or failure in paying, stamp and other taxes (other than income and similar taxes), if any, which may be payable or determined to be payable on the execution and delivery of this Agreement or acquisition of the Rights Offering Units pursuant to this Agreement.

(c) Reproduction of Documents. This Agreement and all documents relating hereto may not be reproduced or distributed by the Subscriber without the prior written consent of the Company.

(d) Assignment; Successors. This Agreement is not assignable by the Subscriber without the prior written consent of the Company. This Agreement and the rights, powers and duties set forth herein will inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(e) Entire Agreement; Amendment and Waiver. This Agreement constitutes the entire understanding of the parties hereto and supersedes all prior understandings among such parties with respect to the matters covered herein (other than the Plan Support Agreement and Backstop Commitment Agreement). This Agreement may be amended, and the observance of any term of this Agreement may be waived, with (and only with) the written consent of the Company and the Subscriber.

(f) Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid will not be affected thereby.

(g) Counterparts; Facsimile and PDF Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Please indicate your acceptance and approval of the foregoing in the space provided below.

ACCEPTED AND APPROVED

as of the \_\_\_ day of \_\_\_\_\_, 2020

SUBSCRIBER: \_\_\_\_\_  
(Please provide full legal name)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

If Backstop Party, check here

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

If U.S. person, check here and attach IRS Form W-9:  U.S. person

If Non-U.S. person, check here and attach appropriate IRS Form W-8:  Non-U.S. person

ACCEPTED AND APPROVED

as of the \_\_\_ day of \_\_\_\_\_, 2020

Windstream Holdings, Inc.

\_\_\_\_\_  
Name:

Title:

**Exhibit H-3**

**Subscription Procedures**

**WINDSTREAM HOLDINGS, INC.,  
ON BEHALF OF REORGANIZED WINDSTREAM, AN ENTITY TO BE FORMED ON  
OR PRIOR TO THE EFFECTIVE DATE**

**SUBSCRIPTION FORM  
FOR RIGHTS OFFERING**

**FOR USE BY ELIGIBLE HOLDERS**

**IN CONNECTION WITH THE DEBTORS'  
DISCLOSURE STATEMENT DATED  
May 14, 2020**

**RIGHTS OFFERING EXPIRATION TIME**

The Rights Offering Expiration Time is 5:00 p.m. New York City time on [●], 2020.

Please note that your Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), your Ownership Certification, if applicable, and, for transferees only, a Transfer Notice attached as Exhibit [A] to this Subscription Form (the "Transfer Notice"), must be received by Kurtzman Carson Consultants LLC (the "Subscription Agent"), along with a wire transfer of the aggregate Purchase Price (with respect to Eligible Holders that are not Backstop Parties) to the Subscription Agent at or before the Rights Offering Expiration Time or the subscription represented by your Subscription Form will not be counted and will be deemed forever relinquished and waived.

Eligible Holders that are Backstop Parties must deliver the appropriate funding directly to the Escrow Account or to a designated segregated account in accordance with the Backstop Commitment Agreement, as applicable, no later than the Escrow Account Funding Date.

The Rights Offering is being conducted by Windstream Holdings, Inc. (the "Company") on behalf of Reorganized Windstream. The Rights Offering Units are being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided by Section 1145 of the Bankruptcy Code and, to the extent not applicable, Section 4(a)(2) of the Securities Act. None of the Subscription Rights or Rights Offering Units issuable upon exercise of such rights distributed pursuant to the Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security. However, there is a covenant in the Backstop Commitment Agreement that Reorganized Windstream shall enter into a registration rights agreement with the Backstop Parties, pursuant to which each Backstop Party shall be entitled to customary registration rights with regards to the Rights Offering Units. There is no certainty that any registration statements covering the Rights Offering Units will be filed or effective at the time the Rights Offering Units are issued or at all.

Eligible recipients of a transferred Subscription Right must follow the terms set forth in the Rights Offering Procedures or the Backstop Commitment Agreement, as applicable, and must also provide the certifications and the information required by the Transfer Notice.



**Pursuant to the Plan, the Rights Offering Units an Eligible Holder will receive may be in the form of common membership interests in Reorganized Windstream (“Reorganized Windstream Equity Interests”) or warrants to purchase the Reorganized Windstream Equity Interests.**

**Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meanings as set forth in the Plan or the Rights Offering Procedures.**

**If you have any questions, please contact the Subscription Agent via email at [WindstreamOffer@kccllc.com](mailto:WindstreamOffer@kccllc.com) (please reference “Windstream Rights Offering” in the subject line), or at the following applicable phone number: (877) 499-4509 (domestic) or (917) 281-4800] (international).**

**The record date for the Rights Offering is [●], 2020 (the “Record Date”).**

To subscribe, fill out Items 1, 2a (if applicable), 2c (if applicable), 3a (if applicable), 3b (if applicable) and 3c (if applicable), 5a (if applicable), 5b (if applicable) and 5c (if applicable) and read and complete Item 8 below.

**Item 1. Amount of Allowed First Lien Claims.**

The undersigned hereby certifies that as of the Record Date, either (i) the undersigned, or an Affiliate or Related Fund of the undersigned, is the holder of Allowed First Lien Claims in the principal amount set forth in the table below, or is an authorized signatory of that holder, or (ii) the holder of Allowed First Lien Claims in the principal amount set forth in the table below duly transferred its Subscription Rights to the undersigned, in accordance with the Rights Offering Procedures or the Backstop Commitment Agreement, as applicable, and as set forth in a Transfer Notice. For purposes of this Subscription Form, do not adjust the principal amount for any accrued or unmatured interest. \*\*For all Allowed First Lien Claims held by a Subscription Nominee as of the Record Date, the Subscription Nominee(s) must complete a nominee certification attached as Exhibit [C] hereto.

Principal Amount of Allowed First Lien Lender Claims held as of the Record Date:	+	Principal Amount of Allowed First Lien Notes Claims held as of the Record Date:**	=	Total Allowed First Lien Claims held as of the Record Date:
\$		\$		\$

**Item 2. Pro Rata shares.**

**2a. If you are a Priority Non-Backstop Party, your pro rata share of the Priority Non-Backstop Party Subscription Rights (as defined in the Rights Offering Procedures) is calculated as follows:**

<hr/> (The lower of \$141,000,000 and the principal amount from Item 1 above)	/	[principal amount of First Lien Claims held by all Priority Non-Backstop Parties]	=	<hr/> (pro rata share) (Round down to nearest one-ten-thousandth decimal place)
---	---	---	---	---

**2b. If you are a Backstop Party, your pro rata share of the Backstop Party Subscription Rights (as defined in the Rights Offering Procedures) is equal to your Equity Backstop Percentage as set forth in Schedule 1 of the Backstop Commitment Agreement.**

**2c. If you are an Eligible Holder, your pro rata share of the Eligible Holder Subscription Rights (as defined in the Rights Offering Procedures) is calculated as follows:**

$\frac{\text{(Insert principal amount from Item 1 above)}}{\text{[principal amount of all First Lien Claims]}}$	/	=	$\frac{\text{(pro rata share) (Round down to nearest one-ten-thousandth decimal place)}}{\text{[principal amount of all First Lien Claims]}}$
---	---	---	---

**Item 3. Base Rights Offering Units.**

The aggregate Purchase Price for the maximum base amount of Rights Offering Units for which you may subscribe pursuant to your Priority Non-Backstop Party Subscription Rights, Backstop Party Subscription Rights, or Eligible Holder Subscription Rights, as applicable (the “Aggregate Base Purchase Price”) is calculated as follows:

**3a. If you are a Priority Non-Backstop Party, the maximum amount of Rights Offering Units for which you may subscribe pursuant to your Priority Non-Backstop Party Subscription Rights is calculated as follows:**

$\frac{\text{(Pro Rata share from Item 2a above)}}{\text{[principal amount of all First Lien Claims]}}$	X	\$79,400,000	=	$\frac{\text{(Aggregate Base Purchase Price) (Round down to nearest whole dollar )}}{\text{[principal amount of all First Lien Claims]}}$
---	---	--------------	---	---

**3b. If you are a Backstop Party, the maximum amount of Rights Offering Units for which you may subscribe pursuant to your Backstop Party Subscription Rights is calculated as follows:**

$\frac{\text{(Pro rata share from Item 2b above)}}{\text{[principal amount of all First Lien Claims]}}$	X	\$295,600,000	=	$\frac{\text{(Aggregate Base Purchase Price) (Round down to nearest whole dollar )}}{\text{[principal amount of all First Lien Claims]}}$
---	---	---------------	---	---

**3c. If you are an Eligible Holder, the maximum amount of Rights Offering Units for which you may subscribe pursuant to your Eligible Holder Subscription Rights is calculated as follows:**

$\frac{\text{(Pro rata share from Item 2c above)}}{\text{[principal amount of all First Lien Claims]}}$	X	\$375,000,000 (minus the Flex Adjustment, if any)	=	$\frac{\text{(Aggregate Base Purchase Price) (Round down to nearest whole dollar )}}{\text{[principal amount of all First Lien Claims]}}$
---	---	---	---	---

#### **Item 4. Additional Rights Offering Units.**

Pursuant to the terms of the Rights Offering:

- **Additional Backstop Party Subscription Rights:** Priority Non-Backstop Party Subscription Rights not exercised by the Priority Non-Backstop Parties in the Backstop Priority Tranche will be made available for distribution to the Backstop Parties that have elected to purchase additional Rights Offering Units on a pro rata basis based on the backstop commitments of the Backstop Parties electing to purchase such additional Rights Offering Units.
- **Additional Eligible Holder Subscription Rights:** Any Backstop Party Subscription Rights and Additional Backstop Party Subscription Rights not exercised in the Backstop Priority Tranche by the Backstop Parties shall be made available for distribution to the Eligible Holders that have elected to purchase additional Rights Offering Units on a pro rata basis based on the percentage holdings of all holders of Allowed First Lien Claims electing to purchase such additional Rights Offering Units.

The Company will determine on or after the Rights Offering Expiration Time whether such additional Rights Offering Units are available for purchase.

Backstop Parties must elect whether they wish to purchase such additional Rights Offering Units pursuant to their Additional Backstop Party Subscription Rights, if any, prior to the Rights Offering Expiration Time pursuant to this Subscription Form.

Eligible Holders (including any Backstop Parties and Priority Non-Backstop Parties who are also Eligible Holders) may elect:

- not to purchase any such additional Rights Offering Units pursuant to their Additional Eligible Holder Subscription Rights,
- to purchase the maximum amount of such additional Rights Offering Units pursuant to their Additional Eligible Holder Subscription Rights, if available, or
- to purchase a specified dollar amount of such additional Rights Offering Units pursuant to their Additional Eligible Holder Subscription Rights, if available, which amount shall be reduced to the extent such additional Rights Offering Units are not re-allocated as described above and available for purchase by such person.

#### **Item 5. Subscription Rights.**

By filling in the following blanks and checking the boxes, the undersigned hereby elects to purchase the amount of Rights Offering Units specified below, on the terms and subject to the conditions set forth in the Subscription Agreement and the Rights Offering Procedures.

**5a. If you are a Priority Non-Backstop Party, your aggregate Purchase Price shall be equal to one of the following three options (please check one box):**

- the aggregate Base Purchase Price from Item 3a (electing not to purchase any

additional Rights Offering Units)

the aggregate Base Purchase Price from Item 3a, plus the maximum amount of additional Rights Offering Units available described in Item 4 above (this amount will not be determined until after the Rights Offering Expiration Time and you will be asked to deposit the aggregate Purchase Price for a number of Rights Offering Units reasonably determined by the Company).

the aggregate Base Purchase Price from Item 3b, plus \$\_\_\_\_\_ (this amount shall be reduced to the extent that it is greater than the maximum amount of additional Rights Offering Units available described in Item 4 above, which amount will not be determined until after the Rights Offering Expiration Time).

**5b. If you are a Backstop Party, your aggregate Purchase Price shall be equal to one of the following three options (please check one box):**

the aggregate Base Purchase Price from Item 3b (electing not to purchase any additional Rights Offering Units)

the aggregate Base Purchase Price from Item 3b, plus the maximum amount of additional Rights Offering Units available described in Item 4 above (this amount will not be determined until after the Rights Offering Expiration Time and you will be asked to deposit the aggregate Purchase Price for a number of Rights Offering Units reasonably determined by the Company).

the aggregate Base Purchase Price from Item 3b, plus \$\_\_\_\_\_ (this amount shall be reduced to the extent that it is greater than the maximum amount of additional Rights Offering Units available described in Item 4 above, which amount will not be determined until after the Rights Offering Expiration Time).

**5c. If you are an Eligible Holder, your aggregate Purchase Price shall be equal to one of the following three options (please check one box):**

the aggregate Base Purchase Price from Item 3c (electing not to purchase any additional Rights Offering Units)

the aggregate Base Purchase Price from Item 3c plus the maximum amount of additional Rights Offering Units available described in Item 4 above (this amount will not be determined until after the Rights Offering Expiration Time and you will be asked to deposit the aggregate Purchase Price for a number of Rights Offering Units reasonably determined by the Company).

the aggregate Base Purchase Price from Item 3c, plus \$\_\_\_\_\_ (this amount shall be reduced to the extent that it is greater than the maximum amount of additional Rights Offering Units available described in Item 4 above, which amount will not be determined until after the Rights Offering Expiration Time).

The amount of Rights Offering Units offered to each Eligible Holder pursuant to the Distributable

Subscription Rights (as defined in the Rights Offering Procedures) may change subject to the Flex Adjustment. The number of Rights Offering Units issued to each Eligible Holder will be calculated to reflect a 37.5% discount to Plan Equity Value.

To the extent that any portion of the aggregate Purchase Price paid to the Subscription Agent is not used to purchase Rights Offering Units, the Subscription Agent will return such portion, without interest, to the applicable Eligible Holder as soon as reasonably practicable, but in no event later than within ten (10) Business Days of a determination that such funds will not be used.

**Item 6. Priority Non-Backstop Party Representation.**

*(This section is **only** for Priority Non-Backstop Parties, each of whom is aware of its status as a Priority Non-Backstop Party. Please note that checking the box below if you are not a Priority Non-Backstop Party may result in forfeiture of your rights to participate in the Rights Offering.)*

- I am a Priority Non-Backstop Party identified in the Plan Support Agreement.

**Item 7. Backstop Party Representation.**

*(This section is **only** for Backstop Parties, each of whom is aware of its status as a Backstop Party. Please note that checking the box below if you are not a Backstop Party may result in forfeiture of your rights to participate in the Rights Offering.)*

- I am a Backstop Party identified in the Plan Support Agreement.

**Item 8. Payment and Delivery Instructions**

For Eligible Holders that did not check the box in Item 7, payment of the aggregate Purchase Price calculated pursuant to Item 5 above shall be made by wire transfer **ONLY** of immediately available funds in accordance with the following wire instructions:

*Domestic/International wire:*

<b>Account Name:</b>	Kurtzman Carson Consultants LLC for the benefit of Windstream Holdings, Inc.
<b>Bank Account No.:</b>	[•]
<b>ABA/Routing No.:</b>	[•]
<b>SWIFT</b>	[•]
<b>Bank Name:</b>	[•]
<b>Bank Address:</b>	[•]
<b>Reference:</b>	[•]

Under “Reference” for your wire please indicate the claimant name or, in the case of Subscription Nominees, your DTC Participant Number in the reference field of any domestic or international wire payment. Failure to do so may result in the rejection of the corresponding rights offering submission.

For Eligible Holders that are Backstop Parties and did check the box in Item 8, payment of the aggregate Purchase Price calculated pursuant to Item 5 above shall be made by wire transfer ONLY of immediately available funds directly to the Escrow Account or to a designated segregated account in accordance with the Backstop Commitment Agreement, as applicable, in accordance with the information set forth in the Funding Notice that will be delivered to you pursuant to the Backstop Commitment Agreement. [Please note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.]

Please mail or deliver your completed Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) and your properly executed Subscription Agreement and, for transferees only, the completed Transfer Notice, and all funds (solely with respect to Eligible Holders that are not Backstop Parties) to the Subscription Agent at or before the Rights Offering Expiration Time.

Eligible Holders that are Backstop Parties must deliver the appropriate funding directly to the Escrow Account or a designated segregated account, as applicable, no later than the Escrow Account Funding Date.

**PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS SUBSCRIPTION FORM, THE SIGNED SUBSCRIPTION AGREEMENT AND, FOR TRANSFEREES ONLY, THE TRANSFER NOTICE, ARE VALIDLY SUBMITTED ALONG WITH THE AGGREGATE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE HOLDERS THAT ARE NOT BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT AT OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.**

**ELIGIBLE HOLDERS THAT ARE BACKSTOP PARTIES MUST DELIVER THE APPROPRIATE FUNDING DIRECTLY TO THE ESCROW ACCOUNT, OR TO A DESIGNATED SEGREGATED ACCOUNT IN ACCORDANCE WITH THE BACKSTOP COMMITMENT AGREEMENT, AS APPLICABLE, NO LATER THAN THE ESCROW ACCOUNT FUNDING DATE.**

#### **Item 10. Certification.**

The undersigned hereby certifies that (i) the undersigned or an Affiliate or Related Fund is either (a) an Eligible Holder of the Allowed First Lien Claim set forth in Item 1 above or (b) a transferee that received the Subscription Rights from the holder of the Allowed First Lien Claim set forth in Item 1 above, (ii) the undersigned has received a copy of the Plan, the Disclosure Statement, the Subscription Agreement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and (iii) the undersigned understands that the exercise of the Subscription Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures, the Subscription Agreement and, if applicable, the Backstop Commitment Agreement.

**The undersigned (or the authorized signatory on behalf of the undersigned) acknowledges that, by executing this Subscription Form, the Eligible Holder named below has elected to subscribe for the amount of Rights Offering Units designated in Item 5, and will be bound to pay for such Rights Offering Units and that it may be liable to the Debtors to the extent of any nonpayment.**

Date: \_\_\_\_\_

Name of Eligible Holder: \_\_\_\_\_

U.S. Federal Tax EIN/SSN (optional): \_\_\_\_\_

If non-U.S. person, check here and attach appropriate IRS Form W- 8

If U.S. person, check here and attach IRS Form W-9

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**PLEASE COMPLETE THE THREE SECTIONS BELOW IF RIGHTS OFFERING UNITS ARE TO BE ISSUED TO THE ELIGIBLE HOLDER AND/OR PLEASE COMPLETE EXHIBIT [B] IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE RIGHTS OFFERING UNITS. PLEASE COMPLETE EXHIBIT [A] IF YOU ARE TRANSFERRING OR HAVE RECEIVED TRANSFERRED SUBSCRIPTION RIGHTS.**

**A. Please indicate on the lines provided below the registration name of the Eligible Holder in whose name the Rights Offering Units should be issued (it is strongly recommended that the below information be typed to ensure that it is legible).**

Registration Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



**B. Wire information in the event a refund is needed:**

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Please email, mail or deliver your completed Subscription Form (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable[, and Investor Questionnaire]) and the Subscription Agreement to the following address or email address. **YOUR COMPLETED SUBSCRIPTION FORM AND SUBSCRIPTION AGREEMENT SHOULD ONLY BE SUBMITTED VIA ONE APPROVED METHOD OF RETURN. PLEASE DO NOT MAIL YOUR COMPLETED SUBSCRIPTION FORMS IF SUBMITTING THEM VIA EMAIL.**

**If by First Class Mail, Hand Delivery or Overnight Mail:**

Kurtzman Carson Consultants LLC  
**Re: Windstream Holdings, Inc., et al.**  
Attn: Rights Offering  
**222 N. Pacific Coast Highway, Suite 300**  
**El Segundo, California 90245**

If submitting via email: [WindstreamOffer@kccllc.com](mailto:WindstreamOffer@kccllc.com)

**PLEASE COMPLETE EXHIBIT [B] IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE RIGHTS OFFERING UNITS.**

**PLEASE COMPLETE EXHIBIT [A] IF YOU ARE A TRANSFEREE.**

**EXHIBIT A**

**TRANSFER NOTICE**

**Date:** \_\_\_\_\_

The undersigned certify that: (i) the undersigned is an authorized signatory of the Transferor or Transferee, as applicable, (ii) the Transferor is the holder of Allowed First Lien Claims in the following principal amount(s) as of the date set forth above (insert amount(s) on the lines below) and (iii) the undersigned understands that the transfer of Subscription Rights is subject to the conditions listed above and all the terms and conditions set forth in the Plan, the Disclosure Statement, the Subscription Agreement and the Rights Offering Procedures. For purposes of this Transfer Notice, do not adjust the principal (face) amount for any accrued or unmatured interest. For Allowed First Lien Claims transferred by a Subscription Nominee, please include DTC Participant No. below.

Insert principal amount of First Lien Claims held by the Transferor as of the Record Date:  
\$ \_\_\_\_\_

Insert principal amount of Subscription Rights held by the Transferor as of the date hereof:  
\$ \_\_\_\_\_

Insert principal amount of Subscription Rights being transferred from the Transferor to the Transferee pursuant to this Transfer Notice: \$ \_\_\_\_\_

Name of Transferor:	Name of Transferee:
Federal Tax I.D. No.:	Federal Tax I.D. No.:
Street Address:	Street Address:
City, State, Zip Code:	City, State, Zip Code:
Telephone Number:	Telephone Number:
Fax:	Fax:
E-Mail:	E-Mail:
DTC Participant No.	

Date: \_\_\_\_\_, 2020

Name of Transferor: \_\_\_\_\_

Name of Transferee: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT B**

**Special Delivery Instructions**

**IF THERE IS MORE THAN ONE DESIGNEE, COMPLETE A SEPARATE FORM FOR EACH DESIGNEE. YOU MUST SPECIFY THE PORTION OF THE AGGREGATE PURCHASE PRICE APPLICABLE TO RIGHTS OFFERING UNITS FOR EACH DESIGNEE.**

**Please complete ONLY if Rights Offering Units are to be issued in the name of someone OTHER than the Eligible Holder. Such person(s) must also complete an IRS Form W-8 or IRS Form W-9, as applicable.**

Portion of aggregate Purchase Price for Rights Offering Units: \_\_\_\_\_

Issue in the following name: \_\_\_\_\_

U.S. Federal Tax EIN/SSN (optional for non-U.S. persons): \_\_\_\_\_

If non-U.S. person, check here and attach appropriate IRS Form W-8

If U.S. person, check here and attach IRS Form W-9

**A. Please indicate on the lines provided below the registration name of the designee in whose name the Rights Offering Unit should be issued (it is strongly recommended that the below information be typed to ensure that it is legible):**

Registration Name Line 1 (Maximum 35 Characters): \_\_\_\_\_

Registration Name Line 2 (Maximum 35 Characters): \_\_\_\_\_ (if needed)

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Address 3: \_\_\_\_\_

Address 4: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**B. Wire information in the event a refund is needed:**

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

**EXHIBIT C**

NOMINEE’S CERTIFICATION OF RECORD DATE HOLDINGS

Your ownership of Allowed First Lien Claims must be confirmed in order to participate in the Rights Offering

The nominee holding your Allowed First Lien Claims as of [ ] (the “**Record Date**”) must complete Box A on your behalf. Box B is only required if any or all of your Allowed First Lien Claims were on loan as of the Subscription Record Date (as determined by your nominee). Please attach a separate Nominee Certification if your Allowed First Lien Claims are held through more than one nominee.

<b>Box A</b> For Use Only by the Nominee
DTC Participant Name: _____
DTC Participant Number: _____
Principal Amount of 8.625% First Lien Notes due 2025 (CUSIP No. 97381L AB 4) held by this account as of [ ]:
\$ _____ principal amount
Principal Amount of 8.625% First Lien Notes due 2025 (CUSIP No. U9701L AB 9) held by this account as of [ ]:
\$ _____ principal amount
Medallion Guarantee (or provide list of authorized signatories):
Nominee authorized signatory: _____
Nominee contact name: _____
Nominee contact email: _____
Contact telephone number: _____

<b>Box B</b> Nominee Proxy - <u>Only if Needed</u>
DTC Participant Name: _____
DTC Participant Number: _____
Principal Amount of 8.625% First Lien Notes due 2025 (CUSIP No. 97381L AB 4) held on behalf of, and hereby assigned to, the nominee listed in Box A as of [ ]:
\$ _____ principal amount
Principal Amount of 8.625% First Lien Notes due 2025 (CUSIP No. U9701L AB 9) held by on behalf of, and hereby assigned to, the nominee listed in Box A as of [ ]:
\$ _____ principal amount
Medallion Guarantee (or provide list of authorized signatories):
Nominee authorized signatory: _____
Nominee contact name: _____
Nominee contact email: _____
Contact telephone number: _____