

Stephen E. Hessler, P.C.
Marc Kieselstein, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

James H.M. Sprayregen, P.C.
Ross M. Kwasteniet, P.C. (admitted *pro hac vice*)
Brad Weiland (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

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> , ¹)	Case No. 19-22312 (RDD)
)	
Debtors.)	(Jointly Administered)
)	

**NOTICE OF FILING OF PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER CONFIRMING THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF WINDSTREAM HOLDINGS, INC. *ET AL.*,
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on June 22, 2020, the above-captioned debtors and debtors in possession (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 (Technical Modifications)* [Docket No. 2201] (as may be modified, the “Plan”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the *Proposed Findings of Fact, Conclusions of Law, and Order Confirming the First Amended Joint Chapter 11*

¹ The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. Due to the large number of debtor entities 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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Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code (the “Confirmation Order”) attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the remote hearing to consider approval of the confirmation of the Plan will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street White Plains, New York 10601 on **June 24, 2020, at 10:00 a.m. (prevailing Eastern Time)** or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that copies of all documents in these chapter 11 cases may be obtained 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.

[Remainder of page intentionally left blank.]

Dated: June 22, 2020
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.

Marc Kieselstein, P.C.

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

- and -

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300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Confirmation Order

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

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

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER CONFIRMING THE FIRST AMENDED JOINT
CHAPTER 11 PLAN OF REORGANIZATION OF WINDSTREAM HOLDINGS, INC.
ET AL., PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

WHEREAS the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have, among other things:²

- a. commenced the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on February 25, 2019 (the “Petition Date”);
- b. continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;
- c. (i) filed, on April 1, 2020, the *Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1631], (as subsequently revised, the “Plan”), (ii) filed, on April 1, 2020, the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1632], (as subsequently revised, the “Disclosure Statement”), and (iii) filed, on April 1, 2020, the *Debtors’ Motion to Approve (I) the Adequacy of*

¹ 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.

² All capitalized terms used and not otherwise defined in this *Findings of Fact, Conclusions of Law, and Order Confirming the First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc., et al., Pursuant to Chapter 11 of the Bankruptcy Code* shall have the meanings ascribed to them in the Plan (as defined herein). The rules of interpretation set forth in Article I, Section B of the Plan shall apply to this Confirmation Order (as defined herein).

Information in the Disclosure Statement, (II) Solicitation and Notice Procedures, (III) Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto [Docket No. 1633] which order and related documents were subsequently revised (as subsequently revised, the “Disclosure Statement Motion”);

- d. filed, on May 6, 2020, the revised versions of (i) the *Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1781], and (ii) the *Disclosure Statement for 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. 1782];
- e. filed, on May 14, 2020, the solicitation versions of (i) 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], and (ii) the *Disclosure Statement for 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. 1813];
- f. caused solicitation materials and notice of the deadline for objecting to confirmation of the Plan to be distributed by May 18, 2020, and continuing thereafter, consistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Disclosure Statement Order (as defined herein), which Disclosure Statement Order also approved, among other things, solicitation procedures (the “Solicitation Procedures”) and related notices, forms, Ballots, and Master Ballots (collectively, the “Solicitation Packages”), as evidenced by, among other things, the *Certificate of Service* [Docket No. 1842];
- g. caused notice of the Confirmation Hearing (the “Confirmation Hearing Notice”) to be published on May 21, 2020 in *The Wall Street Journal*, and on May 21, 2020 and May 24, 2020 in the *Arkansas-Democrat Gazette*, as evidenced by the *Notice of Filing of Affidavits of Publications* [Docket No. 1918];
- h. (i) filed, on June 3, 2020, the *Notice of Filing of Plan Supplement* [Docket No. 1973], which included the Assumed Executory Contract/Unexpired Lease Schedule; (ii) filed on June 8, 2020, the *Notice of Filing of First Amended Plan Supplement* [Docket No. 2010], which included the following documents: (B) Rejected Executory Contract/Unexpired Lease Schedule, and (B) Schedule of Retained Causes of Action; (iii) filed on June 15, 2020, the *Notice of Filing Second Amended Plan Supplement* [Docket No. 2039], which included the following documents: (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 Procedures, (H-1) Rights Offering Procedures, (H-2) Subscription Agreement, (H-3) Subscription

Forms; and (iv) filed on June 22, 2020 the Notice of Filing the Third Amended Plan Supplement [Docket No. 2199], which included the following document: (J) Identity and Members of the Reorganized Board (together with each *Notice of Filing of Plan Supplement* and as amended or supplemented thereafter, the “Plan Supplement”);

- i. filed, on June 21, 2020, the *Declaration of David Hartie of Kurtzman Carson Consultants LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on 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. 2171] (as may be amended, modified, or supplemented, the “Voting Certification”);
- j. filed, on June 21, 2020, the *Declaration of Nicholas Grossi in Support of Confirmation 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. 2175] (the “Grossi Declaration”);
- k. filed, on June 21, 2020, the *Declaration of Nicholas Leone in Support of Confirmation 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. 2174] (the “Leone Declaration”);
- l. filed, on June 21, 2020, the *Declaration of Anthony Thomas in Support of Confirmation 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. 2176] (the “Thomas Declaration,” and together with the Grossi Declaration and the Leone Declaration, the “Confirmation Declarations”);
- m. filed, on June 22, 2020, *Debtors’ (A) Brief in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code and (B) Omnibus Reply to Objections to Confirmation of the Plan* [Docket No. 2180] and the *Notice of Filing of Corrected Table to Debtors’ (I) Brief in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code, and (II) Omnibus Reply to Confirmation Objections* [Docket No. 2194] (the “Confirmation Brief”);
- n. filed, on June 22, 2020, the revised version of (i) the *Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code (Technical Modifications)* [Docket No. 2201]; and
- o. filed, on June 22, 2020, the *Notice of Filing of Proposed Findings of Fact, Conclusions of Law, and Order Confirming the First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code* (this “Confirmation Order”).

This Court having:

- a. entered the *Order Approving (I) Disclosure Statement, (II) Solicitation and Notice Procedures, (III) Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* [Docket No. 1814] (the “Disclosure Statement Order”);
- b. reviewed the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Brief, the Confirmation Declarations, the Voting Certification, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;
- c. held the Confirmation Hearing;
- d. heard the statements, arguments, and objections made by counsel in respect of Confirmation;
- e. considered all testimony, documents, filings, and other evidence admitted at Confirmation; and
- f. overruled any and all objections to the Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated herein.

NOW, THEREFORE, the Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation has been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of Confirmation and all evidence proffered or adduced by counsel at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following Findings of Fact and Conclusions of Law and Orders:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)).

2. The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court has jurisdiction to enter a Final Order determining that the Plan and the Plan Documents, including the Description of Restructuring Transactions and the transactions and mergers contemplated in connection therewith and set forth in greater detail therein, comply with the applicable provisions of the Bankruptcy Code and should be confirmed and approved. Venue is proper before the Court pursuant to 28 U.S.C. § 1408.

C. Eligibility for Relief.

3. The Debtors are entities eligible for relief under section 109 of the Bankruptcy Code.

D. Judicial Notice.

4. The Court takes judicial notice of (and deems admitted into evidence for Confirmation) the docket of the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered or adduced at, the hearings

held before the Court during the pendency of the Chapter 11 Cases, including, without limitation, the hearing to consider the adequacy of the Disclosure Statement and the Confirmation Hearing. Any resolutions of any objections explained on the record at the Confirmation Hearing are incorporated herein by reference.

E. Notice and Transmittal of Solicitation Materials; Adequacy of Solicitation Notices.

5. The Plan, the Disclosure Statement, the Disclosure Statement Order, the ballots for voting on the Plan (the “Ballots”), the Confirmation Hearing Notice, the Non-Voting Status Notices, the Debtors’ Cover Letter, and the other materials distributed by the Debtors in connection with Confirmation of the Plan (collectively, the “Solicitation Materials”) were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, with the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and with the procedures set forth in the Disclosure Statement Order. Notice of the Confirmation Hearing was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases. The transmittal and service of the Solicitation Materials complied with the approved Solicitation Procedures, were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, were conducted in good faith, and were in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations. Because such transmittal and service were adequate and sufficient, no other or further notice is necessary or shall be required.

F. Voting.

6. On June 22, 2020, the Debtors filed the Voting Certification. As evidenced thereby, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures, and the Local Rules.

G. Good-Faith Solicitation (11 U.S.C. § 1125(e)).

7. Based on the record before the Court in the Chapter 11 Cases, the Debtors and each of their respective current and former Affiliates, and such Entity's and its current and former Affiliates' current and former Interest holders (regardless of whether such interests are held directly or indirectly), subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, controlling persons, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, together with their respective successors and assigns, have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Solicitation Procedures, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules in connection with all of their respective activities relating to the offer, issuance, sale, solicitation, and/or purchase of the securities offered, issued, sold, solicited, and/or purchased under the Plan, their participation in these Chapter 11 Cases, and the activities described in section 1125 of the Bankruptcy Code and therefore are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

H. Plan Supplement.

8. The filing and notice of the Plan Supplement, and any modifications or supplements thereto, were proper and in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order, and no other or further notice is or shall be required.

I. Modifications to the Plan.

9. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan since the commencement of Solicitation described or set forth herein constitute technical changes or changes with respect to particular Claims or Interests made pursuant to the agreement of the holders of such Claims or Interests and do not materially and adversely affect or change the

treatment of any other Claims or Interests. Pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

10. This Confirmation Order contains modifications to the Plan that were made to address objections and informal comments received from various parties-in-interest. Modifications to the Plan since the entry of the Disclosure Statement Order, if any, are consistent with the provisions of the Bankruptcy Code. The disclosure of any Plan modifications prior to or on the record at the Confirmation Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for Confirmation.

J. Objections.

11. To the extent that any objections, reservations of rights, statements, or joinders to Confirmation have not been resolved, withdrawn, waived, adjourned, or settled prior to entry of this Confirmation Order or otherwise resolved herein or as stated on the record of the Confirmation Hearing, they are hereby overruled on the merits based on the record before this Court.

K. Burden of Proof.

12. The Debtors, as the proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence.

L. Bankruptcy Rule 3016.

13. The Plan is dated and identifies the Debtors as the Plan proponents, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b).

M. Plan Distributions Consistent with Bankruptcy Code.

14. The prepetition lenders have properly perfected senior liens at each obligor entity, including general intangibles, intercompany receivables, and equity pledges in non-obligor subsidiaries. Further, to the extent that the prepetition lenders' claims do not encumber the Debtors' assets, the DIP Facilities and the prepetition lenders' adequate protection claims encumber such assets to the extent that all Uniti Settlement proceeds are fully encumbered. Accordingly, the distribution of the proceeds of the settlement with Uniti (the "Uniti Settlement") pursuant to the Plan complies with the absolute priority rule and section 507 of the Bankruptcy Code.

N. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)).

15. The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

- a. Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)). As required by section 1123(a)(1), in addition to Administrative Claims, DIP Facilities Claims, Professional Fee Claims, and Priority Tax Claims, which need not be classified, Article III of the Plan designates 10 Classes of Claims and Interests. As required by section 1122(a) of the Bankruptcy Code, the Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as applicable, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between holders of Claims and Interests. Thus, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.
- b. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies that Classes 1, 2, and 6B are Unimpaired under the Plan, and Classes 7 and 8 are either deemed Unimpaired or Impaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.
- c. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan specifies that Classes 3, 4, 5, 6A, and 9 are Impaired under the Plan, and that Classes 7 and 8 are either deemed Unimpaired or Impaired under the Plan, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.
- d. No Discrimination (11 U.S.C. § 1123(a)(4)). Article III of the Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective

Class except to the extent that a holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

- e. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan and the various documents included in the Plan Supplement provide adequate and proper means for implementation of the Plan, including, without limitation: (i) the consummation of the Restructuring Transactions; (ii) the execution and delivery of Restructuring Documents, as applicable, including those agreements or other documents of merger, amalgamation, consolidation, contribution, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (iii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and the Plan Supplement (as may be modified pursuant to the terms of the Plan); (iv) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, contribution, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or local law; (v) the issuance of the Reorganized Windstream Equity Interests; (vi) the distribution of the Unit Settlement Proceeds (defined herein); (vii) the cancellation of certain existing agreements, obligations, instruments, and Interests; (viii) the continued vesting of the assets of the Debtors' Estates, including all Executory Contracts and Unexpired Leases assumed by the Debtors in the Reorganized Debtors; and (ix) all other actions that the Debtors determine, with the consent of the Required Consenting Creditors (and the Required Consenting Midwest Noteholders (as defined in the Plan Support Agreement) to the extent required under the Plan Support Agreement), not to be unreasonably withheld, conditioned, or delayed, to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan, thereby satisfying section 1123(a)(5) of the Bankruptcy Code.
- f. Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). As required by section 1123(a)(6) of the Bankruptcy Code, the Reorganized Windstream Organizational Documents include, among other things, a provision prohibiting the issuance of non-voting equity Securities and provide for an appropriate distribution of voting power among the classes of Securities possessing voting power.
- g. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. The Plan and Plan Supplement disclose the individuals who will serve as the Reorganized Debtors' officers and directors. The Plan and the Reorganized Windstream Organizational Documents, as applicable, are consistent with the interests of the creditors and equity security holders and with public policy with respect to the manner of selection of the Reorganized Debtors' officers and directors. Accordingly, the Debtors have satisfied section 1129(a)(5) of the Bankruptcy Code.

- h. Additional Plan Provisions (11 U.S.C. § 1123(b)). The additional provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code and, therefore, are consistent with section 1123(b) of the Bankruptcy Code.
- (i) Impairment/Unimpairment of Any Class of Claims or Interests (11 U.S.C. § 1123(b)(1)). As contemplated by section 1123(b)(1) of the Bankruptcy Code, pursuant to the Plan, Classes 1, 2 and 6A are Unimpaired, Classes 3, 4, 5, 6B and 9 are Impaired, and Classes 7 and 8 are either deemed Unimpaired or Impaired.
- (ii) Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). Article V of the Plan provides that all Executory Contracts and Unexpired Leases not otherwise assumed or rejected will be deemed assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (a) those that are identified on the Rejected Executory Contracts and Unexpired Leases Schedule; (b) those that have been previously rejected by a Final Order; (c) those that have been previously assumed by a Final Order; (d) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (e) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date.
- (iii) Compromise and Settlement (11 U.S.C. § 1123(b)(3)(A)). In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan and the Verizon Global Settlement constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that all holders of Claims or Interests may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. The compromise and settlement of such Claims and Interests embodied in the Plan and the Verizon Global Settlement and reinstatement and unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all holders of Claims and Interests, and are fair, equitable, and reasonable.
- (iv) Retention of Claims (11 U.S.C. § 1123(b)(3)(B)). In accordance with section 1123(b)(3)(B) of the Bankruptcy Code, Article IV, Section P, of the Plan provides that, among other things, the Reorganized Debtors shall retain and may enforce all rights to commence, prosecute, pursue, and settle any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Unless

any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication. Additionally, in accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action preserved pursuant to Article IV, Section P of the Plan that a Debtor may hold against any Entity shall vest in the Reorganized Debtors.

- (v) Other Appropriate Provisions (11 U.S.C. § 1123(b)(5)–(6)). The Plan's other provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, provisions for (1) distributions to holders of Claims and Interests, including holders of Secured Claims, (2) resolution of Disputed Claims and Interests, (3) allowance of certain Claims, (4) releases by the Debtors of certain parties, (5) releases by certain third parties, (6) exculpation of certain parties, (7) the injunction of certain Claims and causes of action in order to implement the discharge, release and exculpation provisions, and (8) retention of this Court's jurisdiction, thereby satisfying the requirements of sections 1123(b)(5) and (6) of the Bankruptcy Code.
- i. Cure of Defaults (11 U.S.C. § 1123(d)). Article V, Section C, of the Plan, provides for the satisfaction of monetary defaults under each Executory Contract and Unexpired Lease to be assumed (or assumed and assigned) pursuant to the Plan. The Debtors have provided notice of such assumption (or assumption and assignment) and proposed cure amounts to the applicable third parties. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in compliance with section 365(b)(1) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

O. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)).

16. The Debtors have complied with the applicable provisions of the Bankruptcy Code, as required by section 1129(a)(2) of the Bankruptcy Code. Specifically:

- a. the Debtors are eligible debtors under section 109 of the Bankruptcy Code and are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code;
- b. the Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court; and
- c. the Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order in transmitting the Solicitation Materials and related notices and in soliciting and tabulating the votes on the Plan.

P. Good Faith Proposal of the Plan (11 U.S.C. § 1129(a)(3)).

17. The Debtors have proposed the Plan (including the Plan Documents (defined herein) and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases and the formulation of the Plan. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the Confirmation Declarations, and the record of the Confirmation Hearing. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates and to effectuate a successful restructuring of the Debtors. The Plan was the product of extensive negotiations conducted at arm's length among the Debtors and their key stakeholders. Further, the Plan's classification, indemnification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each necessary for the Debtors to consummate their value-maximizing Plan. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

Q. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).

18. Payments made or to be made by the Debtors for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, including all Professional Fee Claims, have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

R. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)).

19. The Debtors have disclosed the identity and affiliations of all persons proposed to serve on the Reorganized Windstream Board and the officers of the Reorganized Debtors at or

prior to the Confirmation Hearing. The Plan complies with section 1129(a)(5)(A)(ii) of the Bankruptcy Code because the appointment of the identified members of the Reorganized Windstream Board and officers of the Reorganized Debtors is consistent with the interests of the creditors and equity security holders and with public policy. Accordingly, the Debtors have satisfied section 1129(a)(5) of the Bankruptcy Code.

S. No Rate Changes (11 U.S.C. § 1129(a)(6)).

20. Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

T. Best Interests of Holders of Claims and Interests (11 U.S.C. § 1129(a)(7)).

21. Each holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

22. The liquidation analysis attached as **Exhibit B** to the Disclosure Statement (the "Liquidation Analysis") and the other evidence related thereto in support of the Plan that was proffered or adduced at or prior to the Confirmation Hearing or in the Grossi Declaration: (a) are reasonable, persuasive, credible, and accurate as of the dates such analyses or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that holders of Allowed Claims and Allowed Interests in every Class will recover as much or more under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the "best interest of creditors" test under section 1129(a)(7) of the Bankruptcy Code.

U. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)).

23. Classes 1, 2, and 6B are Unimpaired by the Plan pursuant to section 1124 of the Bankruptcy Code and, accordingly, holders of Claims in such Classes are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. As reflected in the Voting Certification, Classes 3, 4, 5, 6A, and 9 are Impaired by the Plan. Classes 3, 4, and 5 have voted to accept the Plan. Classes 7 and 8 are deemed Impaired or Unimpaired by the Plan pursuant to section 1124 of the Bankruptcy Code and, accordingly, holders of Claims in Classes 7 and 8 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(8) of the Bankruptcy Code as to all Debtors.

V. Treatment of Administrative Claims, Professional Fee Claims, Priority Tax Claims, Other Secured Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)).

24. The treatment of Administrative Claims, Professional Fee Claims, DIP Facilities Claims, Other Secured Claims, Priority Tax Claims, and Other Priority Claims pursuant to Articles II and III of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(9) of the Bankruptcy Code.

W. Acceptance By at Least One Impaired Class of Claims (11 U.S.C. § 1129(a)(10)).

25. Claims in Classes 3, 4, 5, 6A, and 9 are Impaired and entitled to vote under the Plan. Classes 3, 4, and 5 have voted to accept the Plan, as established by the Voting Certification. Accordingly, the Plan satisfies section 1129(a)(10) of the Bankruptcy Code.

X. Feasibility (11 U.S.C. § 1129(a)(11)).

26. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the feasibility of the Plan proffered or adduced by the Debtors at or before the Confirmation Hearing, including the Confirmation Declarations: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, and/or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; (d) establishes that the Plan is feasible and Confirmation is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or the Reorganized Debtors, as applicable; and (e) establishes the Debtors or the Reorganized Debtors, as applicable, will have sufficient funds to meet their obligations under the Plan.

Y. Payment of Statutory Fees (11 U.S.C. § 1129(a)(12)).

27. As set forth in Article II, Section E of the Plan, all fees payable pursuant to section 1930(a) of title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay the U.S. Trustee Fees until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

Z. Retiree Benefits (11 U.S.C. § 1129(a)(13)).

28. As set forth in Article IV, Section S of the Plan, from and after the Effective Date, all "retiree benefits" (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall

continue to be paid by the Reorganized Debtors in accordance with applicable law. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

AA. Non-Applicability of Certain Sections (Sections 1129(a)(14), (15), and (16)).

29. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are moneyed, business, or commercial corporations or trusts.

BB. Confirmation of Plan Over Non-Acceptance of Impaired Classes (11 U.S.C. § 1129(b)).

30. The Plan may be confirmed as to Classes 6A and 9 (the “Rejecting Classes”) pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding that the requirements of section 1129(a)(8) have not been met with respect to the Rejecting Classes, because the Debtors have demonstrated by a preponderance of the evidence that the Plan (a) satisfies all of the other requirements of section 1129(a) of the Bankruptcy Code and (b) does not “discriminate unfairly” and is “fair and equitable” with respect to the holders of Claims and Interests in the Rejecting Classes.

31. The Plan does not “discriminate unfairly” against any holders of Claims and Interests in the Rejecting Classes. The treatment of such holders is proper because all similarly situated holders of Claims and Interests will receive substantially similar treatment, and the Debtors have a valid rationale, including for the rationales articulated in the Confirmation Brief, for the Plan’s classification scheme and the treatment provided for different Classes.

32. The Plan is also “fair and equitable” with respect to the Rejecting Classes. Specifically, no holder of any Claim or Interest that is junior to Class 6A (Obligor General Unsecured Claims) is receiving a distribution under the Plan, and no Class of Claims or Interests senior to Class 6A is receiving more than full recovery on account of its Claims or Interests.

33. The Plan, therefore, satisfies the requirements of section 1129(b) of the Bankruptcy Code and may be confirmed despite the fact that the Rejecting Classes are deemed to reject the Plan.

CC. Only One Plan (11 U.S.C. § 1129(c)).

34. The Plan is the only plan filed in the Chapter 11 Cases, and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

DD. Principal Purpose of the Plan (11 U.S.C. § 1129(d)).

35. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, and there has been no filing by any Governmental Unit asserting any such attempted avoidance. The Plan, therefore, satisfies section 1129(d) of the Bankruptcy Code.

EE. Not Small Business Cases (11 U.S.C. § 1129(e)).

36. None of the Chapter 11 Cases are small business cases, as that term is defined in the Bankruptcy Code, and accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

FF. Satisfaction of Confirmation Requirements.

37. Based on the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the Plan and the Debtors, as applicable, satisfy all of the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

GG. Valuation.

38. The valuation analysis attached as **Exhibit D** to the Disclosure Statement (the "Valuation Analysis") and the evidence adduced at the Confirmation Hearing and in the Leone Declaration, including the estimated post-emergence enterprise value of the Reorganized Debtors, are reasonable and credible. All parties in interest have been given the opportunity to challenge the Valuation Analysis. The Valuation Analysis (a) is reasonable, persuasive, and credible as of

the date such analysis was prepared, presented, or proffered, and (b) uses reasonable and appropriate methodologies and assumptions.

HH. Plan Documents.

39. The terms of the Plan, including, without limitation, the Plan Supplement and all exhibits and schedules thereto, and all other documents filed in connection with the Plan, or executed or to be executed in connection with the transactions contemplated by the Plan and the Plan Supplement, including the Restructuring Transactions, and all amendments and modifications of any of the foregoing made pursuant to the provisions of the Plan governing such amendments and modifications (collectively, the “Plan Documents”) are incorporated by reference, are approved in all respects, and constitute an integral part of this Confirmation Order.

II. Binding and Enforceable.

40. The Plan and the Plan Documents have been negotiated in good faith and at arm’s length and, subject to the occurrence of the Effective Date, shall bind any holder of a Claim or Interest and such holder’s respective successors and assigns, whether or not the Claim or Interest is Impaired under the Plan, whether or not such holder has accepted the Plan, and whether or not such holder is entitled to a distribution under the Plan. The Plan and the Plan Documents constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to section 1142(a) of the Bankruptcy Code, the Plan and the Plan Documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

JJ. Vesting of Assets.

41. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action, all Executory Contracts and Unexpired Leases assumed by any

of the Debtors, and any property acquired by any of the Debtors, including Interests held by the Debtors in non-Debtor subsidiaries, pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances unless expressly provided otherwise by the Plan or Confirmation Order. On and after the Effective Date, except as otherwise provided in the Plan, including with respect to the waiver of Avoidance Claims in **Error!** **Reference source not found.**, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

KK. Executory Contracts and Unexpired Leases.

42. The Debtors have exercised sound business judgment in determining whether to reject, assume, or assume and assign each of their Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, Article V of the Plan, and as set forth in the Plan Supplement. Except as set forth herein and/or in separate orders entered by the Court relating to assumption of Executory Contracts or Unexpired Leases, consistent with the Plan Supplement, the Debtors have cured or provided adequate assurances that the Debtors and/or the Reorganized Debtors will cure defaults (if any) under or relating to each Executory Contract or Unexpired Lease assumed under the Plan and, for each Executory Contract or Unexpired Lease being assumed and assigned under the Plan, including pursuant to the Restructuring Transactions, such assignee has provided adequate assurance of future performance as required under section 365(f)(2)(B).

43. To the extent any dispute with respect to the assumption or cure of any assumed Executory Contract or Unexpired Lease set forth in the Assumed Executory Contract/Unexpired Lease list remains outstanding, such dispute shall be heard on July 21, 2020, at 10:00 a.m.

prevailing Eastern Time (or such later date as directed by the Court or set by mutual agreement of the parties). The parties may agree to consensual resolutions of such disputes in writing without further order of the Court, which resolution may be set forth in an amended Assumed Executory Contract/Unexpired Lease list. Notwithstanding entry of this Confirmation Order, all parties' rights with respect to assumption and/or cure regarding Executory Contracts or Unexpired Leases for which disputes remain outstanding are hereby reserved until such dispute is resolved by agreement of the parties or entry of a Final Order by the Bankruptcy Court.

LL. Uniti Settlement.

44. The Debtors' independent directors conducted an extensive, good-faith investigation into potential estate claims and causes of action arising out of the Uniti Arrangement. Shortly after the Petition Date, the Windstream Board created an independent committee—the Restructuring Committee—to oversee the claims investigation and Chapter 11 proceedings. The Windstream Board and management met regularly and extensively to consider the risks of litigation, the costs of litigation, the potential benefits if the litigation was completely successful, and the value of the proposed settlement. The Windstream Board reviewed the settlement with Uniti (the "Uniti Settlement") at length and approved the Uniti Settlement at the unanimous recommendation of the Debtors' advisors. As approved by the Court on May 12, 2020, the Uniti Settlement is: (i) fair and equitable, (ii) in the best interests of the Debtors' estates, and (iii) falls well above the lowest rung in the range of reasonableness with respect to all litigation related to the Uniti Settlement. The Uniti Settlement is appropriate in light of the facts and circumstances and is in the best interests of the Debtors, the Debtors' estates, and the holders of Claims and Interests.

MM. Discharge, Compromise, Settlement, Release, Exculpation, and Injunction Provisions.

45. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan. Sections 105(a) and 1123(b) of the Bankruptcy Code permit the issuance of the injunctions and approval of the releases, exculpations, and injunctions set forth in Article VIII of the Plan. Based upon the record of the Chapter 11 Cases and the evidence proffered or adduced at the Confirmation Hearing, the Court finds that the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan are consistent with the Bankruptcy Code and applicable law. Further, the discharge, compromises, settlements, releases, exculpations, and injunctions contained in Article VIII of the Plan are integral components of the Plan. The discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan are hereby approved and authorized in their entirety.

NN. Debtor Release.

46. The releases of claims and causes of action by the Debtors described in Article VIII, Section C of the Plan, in accordance with section 1123(b) of the Bankruptcy Code (the “Debtor Release”), represent a valid exercise of the Debtors’ business judgment under Bankruptcy Rule 9019. The Debtors’ or the Reorganized Debtors’ pursuit of any such claims against the Released Parties is not in the best interest of the Estates’ various constituencies because the costs involved would likely outweigh any potential benefit from pursuing such claims. The Debtor Release is fair and equitable and complies with the absolute priority rule.

47. The Debtor Release is furthermore an integral part of the Plan and is in the best interests of the Debtors’ Estates. The low probability of success in litigation with respect to the

released causes of action supports the Debtor Release. The Plan, including the Debtor Release, was negotiated before and after the Petition Date by sophisticated parties represented by able counsel and financial advisors. The Debtor Release is therefore the result of an arm's-length negotiation process.

48. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process. Specifically, the Released Parties under the Plan made significant concessions and contributions to the Chapter 11 Cases, including, as applicable, providing postpetition financing, exit financing, backstop commitments, actively supporting the Plan and the Chapter 11 Cases, and waiving substantial rights and Claims against the Debtors under the Plan. The Debtor Release for the Debtors' directors and officers is appropriate because the Debtors' directors and officers share an identity of interest with the Debtors, supported the Plan and the Chapter 11 Cases, actively participated in meetings, negotiations, and implementation during the Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

49. The scope of the Debtor Release is appropriately tailored to the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan and the Debtor Release is appropriate.

OO. Third Party Release.

50. The release by the Releasing Parties (the "Third Party Release"), set forth in Article VIII, Section D of the Plan is an essential provision of the Plan. The Third Party Release is: (a) consensual; (b) essential to the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good-faith settlement and compromise of the claims and causes of action released by the Third Party Release; (e) materially beneficial to, and

in the best interests of, the Debtors, their Estates and their stakeholders, and important to the overall objectives of the Plan; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; (h) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third Party Release against any of the Released Parties; and (i) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

51. The Third Party Release is an integral part of the Plan. Like the Debtor Release, the Third Party Release facilitated participation in both the Plan and the Debtors' chapter 11 process generally. The Third Party Release was instrumental in developing a Plan that maximizes value for all of the Debtors' stakeholders, and was critical in incentivizing the parties to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests. As such, the Third Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' restructuring process by, among other things, supporting the Plan. Furthermore, the Third Party Release is consensual or is otherwise appropriate under controlling law.

52. The scope of the Third Party Release is appropriately tailored to the facts and circumstances of the Chapter 11 Cases, and parties in interest received due and adequate notice of the Third Party Release. Among other things, the Plan provides appropriate and specific disclosure and notice with respect to the claims and causes of action that are subject to the Third Party Release, and no other disclosure or notice is necessary. The Third Party Release is specific in language, integral to the Plan, and given for adequate consideration. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Third Party Release to the Plan, the Third Party Release is appropriate.

PP. Exculpation.

53. The exculpation provisions set forth in Article VIII, Section E of the Plan were proposed in good faith and are essential to the Plan. The record in the Chapter 11 Cases fully supports the exculpation provisions, and such provisions are appropriately tailored to protect the Exculpated Parties from inappropriate litigation and to exclude actions determined by Final Order to have constituted actual fraud, gross negligence or willful misconduct.

QQ. Injunction.

54. The injunction provisions set forth in Article VIII, Section F of the Plan (a) are essential to the Plan; (b) are necessary to preserve and enforce the discharge and releases set forth in Article VIII, Sections B, C, and D of the Plan, the exculpation provisions in Section E of the Plan, and the compromises and settlements implemented under the Plan and the Verizon Global Settlement; and (c) are appropriately tailored to achieve that purpose.

55. The injunction provisions set forth in Article VIII, Section F of the Plan: (a) are within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (b) are an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (c) are an integral element of the transactions incorporated into the Plan and the Verizon Global Settlement; (d) confer material benefits on, and are in the best interests of, the Debtors, the Estates, and their creditors and other stakeholders; (e) are important to the overall objectives of the Plan, the intent of which is to finally resolve all claims or causes of action among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors; and (f) are consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, and other applicable law. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the injunction provisions set forth in Article VIII, Section F of the Plan.

RR. Retention of Jurisdiction.

56. Except as otherwise provided in any of the Plan Documents, the Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including, but not limited to, the matters set forth in Article XI of the Plan.

BASED ON THE FOREGOING, IT IS HEREBY ORDERED THAT:

A. Confirmation.

57. The Plan, together with the other Plan Documents, shall be, and hereby are, confirmed under section 1129 of the Bankruptcy Code. The terms of the Plan Documents are incorporated by reference into, and are an integral part of, the Plan and this Confirmation Order and are authorized and approved, and the Debtors are authorized to implement their provisions and consummate the Plan, including taking all actions necessary, advisable, or appropriate to finalize the Plan Documents (with the consent of the Requisite First Lien Creditors (and to the extent their economic interests are adversely affected, the Required Consenting Midwest Noteholders), not to be unreasonably withheld, conditioned, or delayed) and to effectuate the Plan and the Restructuring Transactions, without any further authorization except as may be expressly required by the Plan or this Confirmation Order.

B. Objections.

58. All objections, responses, reservations, statements, and comments in opposition to the Plan, other than those resolved, adjourned, or withdrawn with prejudice prior to, or on the record at, the Confirmation Hearing are overruled on the merits in all respects. All withdrawn objections, if any, are deemed withdrawn with prejudice.

C. Omission of Reference to Particular Plan Provisions.

59. The failure to specifically describe or include any particular provision of the Plan or the Plan Documents in this Confirmation Order shall not diminish or impair the effectiveness

of such provision, and such provision shall have the same validity, binding effects, and enforceability as every other provision of the Plan and the Plan Documents.

D. Deemed Acceptance of the Plan as Modified.

60. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are presumed to accept the Plan, subject to modifications, if any. No holder of a Claim or Interest shall be permitted to change its vote as a consequence of the Plan or Plan Supplement modifications. All modifications to the Plan or Plan Supplement made after the Voting Deadline are hereby approved, pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

E. Plan Implementation.

61. General Authorization. The transactions described in the Plan, the Plan Support Agreement, the Plan Documents, and this Confirmation Order, including the Restructuring Transactions, are hereby approved. On or before the Effective Date, and after the Effective Date, as necessary, and without any further order of the Court, other authority, or corporate action, the Debtors or the Reorganized Debtors (or any agent on behalf of parties entitled to receive Reorganized Windstream Equity Interests), as applicable, and their respective directors, managers, officers, employees, members, agents (including stock transfer agents and Distribution Agents), attorneys, financial advisors, and investment bankers are authorized and empowered pursuant to section 1142(b) of the Bankruptcy Code and other applicable laws to and shall (a) grant, issue, execute, deliver, file, or record any agreement, document, or security, and the documents contained in the Plan or the Plan Documents or described in the definition of Restructuring Transactions (as modified, amended, and supplemented pursuant to the provisions of the Plan governing such modifications, amendments, and supplements), or any other documents related thereto and (b) take

any action necessary, advisable, or appropriate to implement, effectuate, and consummate the Plan, the Plan Documents, the Restructuring Transactions (as set forth in the Description of Restructuring Transactions or otherwise), or this Confirmation Order, including, but not limited to, the Reorganized Windstream Organizational Documents, Special Warrant Agreement, any documentation related to the Reorganized Windstream Equity Interests or the Restructuring Transactions, and any actions necessary, advisable, or appropriate to effectuate the issuance and/or distribution of any shares of the Reorganized Windstream Equity Interests to be issued pursuant to the Plan (including issuing such shares of Reorganized Windstream Equity Interests to any stock transfer agent as a nominee for the Persons entitled to receive such shares to be held in a reserve account until such Persons are identified, whereupon such stock transfer agent shall be authorized to distribute such shares to such Persons in accordance with such instructions as are agreed upon between such stock transfer agent and the Reorganized Debtors (or any of them)). All such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Court without further approval, act, or action under any applicable law, order, rule, or regulation, including, among other things, (x) the incurrence of all obligations contemplated by the Plan, the Restructuring Transactions, the Plan Documents, or this Confirmation Order and the making of all distributions under the Plan, the Plan Documents, or this Confirmation Order; and (y) entering into any and all transactions, contracts, leases, instruments, releases, and other documents and arrangements permitted by applicable law, order, rule, or regulation. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of the Debtors, or the Reorganized Debtors, as applicable, or any officer, director, agent, or manager thereof to take any and all actions necessary, advisable, or appropriate to implement, effectuate, and consummate any and all documents or transactions

contemplated by the Plan, the Plan Documents, or this Confirmation Order pursuant to section 1142(b) of the Bankruptcy Code. Pursuant to section 1142 of the Bankruptcy Code, to the extent that, under applicable nonbankruptcy law or the rules of any stock exchange, any of the foregoing actions that would otherwise require approval of the equity holders, directors, or managers (or any equivalent body) of the Debtors or the Reorganized Debtors, as applicable, such approval shall be deemed to have occurred and shall be in effect from and after the Effective Date without any further action by the equity holders, directors, or managers (or any equivalent body) of the Debtors or the Reorganized Debtors. Prior to, on, or as reasonably practicable after the Effective Date, the Debtors or the Reorganized Debtors shall, if required, file any documents required to be filed in such jurisdictions so as to effectuate the provisions of the Plan, the Plan Documents, and the Restructuring Transactions. Any or all documents contemplated herein shall be accepted by each of the respective filing offices and recorded, if required, in accordance with applicable law. All counterparties to any documents described in this paragraph are hereby directed to execute such documents as may be required or provided by such documents, without any further order of the Court. Each of the Plan Documents, once executed, constitutes a legal, valid, binding, and authorized obligation of the respective parties thereto, enforceable in accordance with its terms, and the terms contained in each such executed Plan Document shall supersede any description of such terms contained in the Plan or the Plan Supplement or otherwise set forth in a term sheet or unexecuted version of such document.

62. No Action. Pursuant to section 1142(b) of the Bankruptcy Code and other applicable law, this Confirmation Order shall constitute authorization for the Debtors or the Reorganized Debtors (or any agent on behalf of parties entitled to receive Reorganized Windstream Equity Interests), as applicable, to enter into, execute, deliver, file, adopt, amend,

restate, consummate, or effectuate, as the case may be, the Plan, the Plan Documents, the Restructuring Transactions (as set forth in the Description of Restructuring Transactions or otherwise), this Confirmation Order, and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, the Plan Documents, the Restructuring Transactions, or this Confirmation Order, and the respective directors, managers, stockholders, or members of the Debtors or the Reorganized Debtors shall not be required to take any actions in connection with the implementation of the Plan, the Plan Documents, the Restructuring Transactions, or this Confirmation Order. The Plan Documents are hereby approved, adopted, and effective upon the Effective Date.

F. Binding Effect.

63. On the date of and after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the Plan, the Plan Documents, and this Confirmation Order shall bind any holder of a Claim or Interest and such holder's respective successors and assigns, whether or not: (a) the Claim or Interest is Impaired under the Plan; (b) such holder has accepted or rejected the Plan; (c) such holder has failed to vote to accept or reject the Plan; (d) such holder is entitled to a distribution under the Plan; (e) such holder will receive or retain any property or interests in property under the Plan; and (f) such holder has filed a Proof of Claim in the Chapter 11 Cases. The Plan, the Plan Documents, and this Confirmation Order constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to section 1142(a) of the Bankruptcy Code, the Plan, the Plan Documents, and this Confirmation Order shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

G. Plan Classification Controlling.

64. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the holders of Claims or Interests in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes. All rights of the Debtors and the Reorganized Debtors, as applicable, to challenge, object to, or seek to reclassify Claims and Interests are expressly reserved.

H. Effective Date.

65. Upon the occurrence of the Effective Date, the terms of the Plan, the Plan Documents, and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all holders of Claims against or Interests in the Debtors (irrespective of whether their Claims or Interests are presumed to have accepted or deemed to have rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors or the Reorganized Debtors.

I. Restructuring Transactions.

66. The Debtors or the Reorganized Debtors are authorized to implement and consummate the Restructuring Transactions (as may be modified, amended, and supplemented pursuant to the provisions of the Plan governing such modifications, amendments, and

supplements) pursuant to the Plan, the Plan Documents, and this Confirmation Order and are authorized to execute and deliver all necessary documents or agreements required to perform their obligations thereunder. The Restructuring Transactions pursuant to the Plan and the Plan Documents are approved and authorized in all respects. The Debtors or the Reorganized Debtors, (and any agent on behalf of parties entitled to receive Reorganized Windstream Equity Interests), as applicable, are authorized and directed, without the need for any future corporate action, to take all actions necessary, appropriate, or desirable to enter into, implement, and consummate the contracts, instruments, releases, agreements, or other documents created or executed in connection with the Plan, the Plan Documents, and the Restructuring Transactions, including, without limitation, the mergers and transactions set forth in the Description of Restructuring Transactions. In accordance with section 1142 of the Bankruptcy Code and applicable nonbankruptcy law, such actions may be taken without further action by stockholders, members, partners, managers, or directors.

J. Distributions.

67. All distributions pursuant to the Plan shall be made in accordance with Article VI of the Plan, and such methods of distribution are approved. The Reorganized Debtors shall have no duty or obligation to make distributions to any holder of an Allowed Claim unless and until such holder executes and delivers, in a form acceptable to the Reorganized Debtors, any and all documents applicable to such distributions in accordance with Article VI of the Plan.

K. Securities Registration Exemption.

68. Except with respect to the Reorganized Windstream Equity Interests underlying the Management Incentive Plan and Reorganized Windstream Equity Interests not subscribed for in the Rights Offering issued to the Backstop Parties pursuant to the Backstop Commitment Agreement, all shares or units of Reorganized Windstream Equity Interests and Special Warrants

issued under the Plan will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance upon section 1145 of the Bankruptcy Code. All shares or units of Reorganized Windstream Equity Interests and Special Warrants issued under the Plan in reliance upon section 1145 of the Bankruptcy Code are exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution, or sale of Securities. The Reorganized Windstream Equity Interests and Special Warrants issued pursuant to section 1145 of the Bankruptcy Code: (a) are not “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and (b) are freely trade and transferable by any holder thereof that (i) is not an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an “affiliate” within ninety (90) days of such transfer, (iii) has not acquired the Reorganized Windstream Equity Interests from an “affiliate” within one year of such transfer, and (iv) is not an entity that is an “underwriter” as defined in subsection (b) of section 1145 of the Bankruptcy Code. Reorganized Windstream Equity Interests shall be issued in reliance on section 1145 of the Bankruptcy Code, as applicable hereunder. Reorganized Windstream Equity Interests underlying the Management Incentive Plan will be issued pursuant to an effective registration statement or pursuant to an exemption from registration under the Securities Act and other applicable law. Reorganized Windstream Equity Interests not subscribed for in the Rights Offering issued to the Backstop Parties pursuant to the Backstop Commitment Agreement will be issued pursuant to Section 4(a)(2) of the Securities Act and other applicable law.

L. Retained Assets.

69. To the extent that the retention by the Debtors or the Reorganized Debtors of assets held immediately prior to emergence in accordance with the Plan is deemed, in any instance, to constitute a “transfer” of property, such transfer of property to the Debtors or the Reorganized

Debtors (a) is or shall be a legal, valid, and effective transfer of property; (b) vests or shall vest the Debtors with good title to such property, free and clear of all liens, charges, Claims, encumbrances, or interests, except as expressly provided in the Plan or this Confirmation Order; (c) does not and shall not constitute an avoidable transfer under the Bankruptcy Code or under applicable nonbankruptcy law; and (d) does not and shall not subject the Debtors or the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including by laws affecting successor or transferee liability.

M. Treatment of Executory Contracts and Unexpired Leases.

70. The assumption (or assumption and assignment) and rejection of Executory Contracts and Unexpired Leases as set forth in Article V of the Plan is hereby authorized. Assumption (or assumption and assignment) of the Executory Contracts and Unexpired Leases listed in the Assumed Executory Contracts and Unexpired Leases Schedule are hereby authorized.

71. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any “change of control”, “assignment”, or similar provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan, including the Restructuring Transactions shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default, breach, violation or acceleration rights with respect thereto. For the avoidance of doubt, no Restructuring Transaction shall be deemed to violate the terms of any assumed Unexpired Lease of non-residential real property. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order of the Bankruptcy Court on or after

the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

72. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases Schedule and the Rejected Executory Contracts and Unexpired Leases Schedule at any time up to forty-five (45) days after the Effective Date.

73. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors assume such Executory Contract or Unexpired Lease. The portions of any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court, and any remaining portions of such Proofs of Claim shall remain unaffected unless otherwise specifically objected to.

74. Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of service of the order approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be disallowed upon an order of the Bankruptcy Court, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Reorganized Debtors, the Estates, or property

of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with **Error! Reference source not found.** or **Error! Reference source not found.** of the Plan, as applicable.

75. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, to the extent the Communications License Agreement dated June 25, 2018 between debtor BOB, LLC and IREIT Wilson Marketplace, LLC is assumed or assumed and assigned pursuant to the Plan, it shall be assumed or assumed and assigned "as is" and in accordance with all of its terms.

76. By the provisions of this Confirmation Order, Windstream Communications, LLC hereby has exercised its business judgment with respect to and shall assume the Element Fleet Agreements with Element Fleet Corporation ("Element Fleet") pursuant to confirmation of this Plan.³ The Debtors' decisions to assume the Element Fleet Agreements are hereby approved by this Confirmation Order under and pursuant to 11 U.S.C. § 365(a) and assumption of the Element Fleet Agreements shall become effective upon the Effective Date of the Plan. Notwithstanding anything to the contrary in the Plan or in this Confirmation Order, the assumption of the Element Fleet Agreements shall be irrevocable and the Debtors shall have no right hereafter to reject the

³ The "Element Fleet Agreements" are: (i) the *Motor Vehicle Fleet Open-End Lease Agreement* (together with related documents and amendments), dated January 29, 2014, and executed by Element Fleet's affiliate, D. L. Peterson Trust, as lessor, and Windstream Communications, LLC, as lessee, and (ii) the *Master Services Agreement* dated October 25, 2010 (together with related documents and amendments), executed by Element Fleet's predecessor-in-interest, PHH Vehicle Management Services, LLC and Windstream Communications, LLC.

Element Fleet Agreements; *provided* that, notwithstanding anything to the contrary herein, nothing in this Confirmation Order shall require the Debtors to take any action or refrain from taking any action to the extent that such action or inaction would be inconsistent with applicable law or the Debtors' fiduciary obligations under applicable law. Element shall have until seven (7) calendar days after entry of this Confirmation Order to file with the Court and serve on the Debtors a pleading setting forth its position with respect to the cure claims applicable to assumption of the Element Fleet Agreements and Debtors shall have seven (7) calendar days after Element Fleet files and serves such pleading in which to file and serve its response thereto. Element Fleet and the Debtors will work together in good faith both to attempt to consensually resolve issues with respect to cure claims and to promptly bring such claims to the Court for determination if all cure related issues cannot be resolved consensually. Element Fleet fully reserves its right to file any and all Administrative Claims under the Element Fleet Agreements, if any, by the Administrative Claims Bar Date. Nothing contained in the Plan or this Confirmation Order shall enhance the Debtors' claims, rights, remedies, or defenses under the Element Fleet Agreements. Nothing contained in Article XI of the Plan shall be deemed to provide the Court with personal, subject matter or other jurisdiction over Element Fleet or the Element Fleet Agreements and performance thereunder, with respect to any Claim arising after the Effective Date relating to the Element Fleet Agreements or performance thereunder.

77. At the election of the Requisite Backstop Parties, in consultation with the Debtors, holders of Class 6B claims will either be (a) Reinstated or (b) paid in full in Cash. Solely in the event Saetec's Class 6B Claims are Reinstated, all of its legal, equitable and contractual rights shall be fully restored and unaltered, including all of its claims, defenses, crossclaims and counterclaims related to the Saetec Litigation and possible litigation with Debtors. Saetec shall

not be a Releasing Party as defined under the Plan and Debtors waive the right to assert, and will not assert in the Saetec Litigation or elsewhere, that Saetec is a Releasing Party. The Settlement, Release, Injunction, and Related Provisions contained in Article VIII of the Plan shall be of no force or effect on Saetec.

78. The Debtors are parties to certain non-residential leases and unexpired executory contracts in which Digital Realty Trust, L.P. and/or certain of its subsidiaries and affiliates is a counterparty (each and all of these counterparties being collectively defined as “Digital Realty”, and each such unexpired lease or contract to which Digital Realty is a counterparty being defined each as a “Digital Agreement” and collectively as the “Digital Agreements”). The Debtors and Digital Realty are currently addressing the terms and conditions upon which the Digital Agreements may be assumed or rejected pursuant to the Plan and shall resolve any disputes concerning those Digital Agreements pursuant to the process established by the Plan or by mutual agreement or stipulation. Digital Realty reserves the right to object to the Debtors’ ability to reject any Digital Agreement after the Effective Date under Article V.A. of the Plan and the right to seek all remedies available to it. To the extent that the Debtors seek to reject any Digital Agreement after the Effective Date, the Debtors agree that they shall (i) continue to be bound by all terms and conditions of each and every Digital Agreement, and (ii) be obligated to perform all payment obligations owed to Digital Realty under the rejected Digital Agreement, each through the later of (a) the date such Digital Agreement is designated as rejected by Debtors or (b) the date on which the Debtors vacate any premise pursuant to such rejected Digital Agreement. Notwithstanding any release, discharge, or similar provision in the Plan, this Confirmation Order, or the Bankruptcy Code, at the conclusion of the term of each lease or executory contract being assumed by the Debtors in which Digital Realty (each such lease, a “Digital Realty Lease”), the Debtors will

continue to be obligated to redeliver possession of each of the premises subject to each Digital Realty Lease (“Digital Realty Leased Premises”) to Digital Realty according to the terms of such Digital Realty Lease and in the condition prescribed by such Digital Realty Lease and applicable non-bankruptcy law. The Debtors’ obligation to redeliver each Digital Realty Leased Premises in such condition shall not be discharged and shall survive both (i) the assumption of each Digital Realty Lease and (ii) confirmation of the Plan, even if any damages to the Digital Realty Leased Premises had occurred prior to the Effective Date.

79. The American Arbitration Association has filed a non-obligor unsecured claim. The Debtors have contested the claim. The parties have agreed that this claim dispute shall continue post-confirmation and nothing in this Court’s orders or this Confirmation Order shall modify the parties’ respective rights. Further, in the event a consensual resolution cannot be reached, the parties have agree to see a prompt resolution of the claim contest before the bankruptcy court, subject to the court’s timing and availability.

N. Exemption from Transfer Taxes.

80. Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to or under the Plan pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors; (ii) the creation, modification, consolidation, or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (iii) the making, assignment, or recording of any lease or sublease; or (iv) the making, delivery, or recording of any deed or other instrument of transfer pursuant to or under the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or

similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment..

O. Governmental Approvals Not Required.

81. Except for the FCC Approval and the State PUC Approvals, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

P. Filing and Recording.

82. This Confirmation Order is, and shall be, binding upon and shall govern the acts of all persons or entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument. Each and every federal, state, and local government agency is hereby directed to accept any and all documents and instruments necessary, useful, advisable, or appropriate (including financing statements under the applicable uniform commercial code) to effectuate, implement, and consummate the transactions contemplated by the Plan and this Confirmation Order without payment of any stamp tax or similar tax imposed by state or local law.

Q. Tax Withholding.

83. In connection with the Plan, to the extent applicable, the Debtors, Reorganized Debtors or the Distribution Agent, as applicable, shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, Reorganized Debtors or the Distribution Agent, as applicable, shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate.

R. Frontier Settlement Agreement.

84. Upon the Effective Date, the Debtors are authorized to enter into that certain Settlement Agreement (the "Settlement Agreement"), dated as of December 12, 2019, by and among the Debtors and Frontier Communications Corporation on behalf of itself and each of its subsidiaries (collectively, "Frontier"); *provided* that notwithstanding anything contained in this Confirmation Order, the Chapter 11 Plan or any other document filed with the Court or served on Frontier, the Settlement Agreement and the terms and conditions therein shall be deemed null and void if Frontier seeks authority to reject the Settlement Agreement and/or the accompanying Commercial Agreement, dated as of December 11, 2019, by and among the Debtors and Frontier (the "Commercial Agreement") in connection with Frontier's Chapter 11 cases pending in this Court under the caption *In re Frontier Communications Corporation et al.*, Case No. 20-22476 (RDD).

S. Verizon Global Settlement.

85. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019, the Verizon Global Settlement (as defined below) is hereby approved. As described in and pursuant to the settlement agreement (the “Verizon Settlement Agreement”) between the Debtors and Verizon Communications, Inc. and its affiliates including Verizon Business Network Services Inc. (collectively, “Verizon” and, such settlement contemplated by the Verizon Settlement Agreement, the “Verizon Global Settlement”): (a) all agreements with Verizon shall be assumed, as amended, on the Effective Date; (b) that certain June 1, 2018 custom solution product schedule, effective December 31, 2019, shall be terminated on the Effective Date; (c) the Debtors and Verizon shall execute a new custom solution product schedule to be effective as of January 1, 2020; (d) the Debtors shall make the payments to Verizon in the total amount of \$116,640,000.00 of which (i) a payment in the amount of \$69,980,000.00 shall be made not later than June 30, 2020 if the effective date of the Verizon Settlement Agreement (the “Verizon Effective Date”) occurs on or before June 30, 2020, otherwise no later than ten (10) days following the Verizon Effective Date and (ii) a payment in the amount of \$46,660,000.00 shall be made not later than ten (10) days after the Effective Date; (e) Verizon shall make payment to the Debtors in the amount of \$4,700,000.00 not later than ten (10) days after the Verizon Effective Date (collectively the payments described in (d) and (e), the “Payments”); (f) the Debtors and Verizon shall reflect a \$0.00 balance as of January 1, 2020, after receipt of the Payments; and (g) with no further action by either Party, the Debtors and Verizon shall irrevocably remise, release and forever discharge the other Party of and from any and all manner of claims, demands, rights, liabilities, damages, potential actions, actions, causes of action, suits, judgments, decrees and controversies of any kind and nature whatsoever, at law, in equity, or otherwise, whether known or unknown, which have

arisen or might arise, out of the Settled Disputes (as defined in the Verizon Settlement Agreement) on the Verizon Effective Date upon the occurrence of (f).

86. The Verizon Global Settlement (a) confers material benefits on, and are in the best interests of, the Debtors, the Estates, and their creditors; (b) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors; (c) is fair and equitable and represent a resolution within the range of reasonableness; and (d) is consistent with sections 105, 365, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, Bankruptcy Rule 9019, and other applicable law.

87. The Verizon Global Settlement (a) confers material benefits on, and are in the best interests of, the Debtors, the Estates, and their creditors; (b) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors; (c) is fair and equitable and represent a resolution within the range of reasonableness; and (d) is consistent with sections 105, 365, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, Bankruptcy Rule 9019, and other applicable law.

T. Charter Communications Operating, LLC

88. Notwithstanding any provision of the Plan to the contrary regarding assumption of executory contracts and payment of cure obligations, if the Debtors decide to assume any executory contract with Charter Communications Operating, LLC ("Charter" and such contracts collectively, the "Charter Contracts"), neither the confirmation of the Plan nor the Debtors' decision to defer listing the Charter Contracts on the Assumed Executory Contract/Unexpired Lease Schedule or the Rejected Executory Contracts and Unexpired Leases Schedule shall prejudice the rights of Charter (a) to object to any cure amount proposed by the Debtors if the

Debtors propose a cure amount; (b) to assert a cure amount owed on the Charter Contracts; and (c) to enforce the obligations of the Debtors or, as applicable, the Reorganized Debtors under any assumed Charter Contract, including the obligation to satisfy any cure amount owed on any such assumed Charter Contract; provided, that the foregoing reservation shall not prejudice the rights of the Debtors to assume or reject the Charter Contracts in accordance with 11 U.S.C. §§ 365, 1123 and the Plan or to contest any cure amount proposed by Charter, including the “Cure Claim” asserted by Charter in Dkt. No. 2059.

U. Discharge of Claims and Termination of Interests; Compromise and Settlement of Claims, Interests, and Controversies.

89. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, this Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, including the Plan Documents, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, settlement, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and causes of action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and causes of action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt, right, or Interest is Filed or deemed

Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or “event of default” by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately before, or on account of, the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests, subject to the Effective Date occurring.

90. Pursuant to Bankruptcy Rule 9019 and section 1123(b)(3) of the Bankruptcy Code, and in consideration for the classification, distributions, releases, and other benefits provided pursuant to the Plan, on the Effective Date, the provisions of the Plan and the Verizon Global Settlement shall constitute a good faith compromise and settlement of all Claims (including those subject to the Investigation), causes of action, Interests, controversies, or issues relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest, or any distribution to be made on account of such Allowed Claim or Allowed Interest, all as reflected in the Plan and the Verizon Global Settlement.

91. Upon the Effective Date, except as otherwise provided by the Plan or this Confirmation Order, all ongoing litigation against the Debtors, including any contested matters in the Chapter 11 Cases (including the Investigation) pending as of the Confirmation Date, shall be deemed dismissed with prejudice.

V. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan.

92. The releases, injunctions, exculpations, and related provisions set forth in Article VIII of the Plan are incorporated herein in their entirety, are hereby approved and authorized in all respects, are so ordered, and shall be immediately effective on the Effective Date

without further order or action on the part of this Court or any other party. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the release, discharge and injunction provisions of the Confirmation Order and the Plan shall not waive, discharge, release, impair or otherwise affect any debts or other obligations of any non-Debtor Subsidiary of any Debtor, Reorganized Debtor, and/or any of their respective Estates to any Debtor, Reorganized Debtor, and/or any of their respective Estates.

93. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions of the Plan will be immediately effective on the Effective Date:

Article VIII. Section F: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR OBLIGATIONS ISSUED OR REQUIRED TO BE PAID PURSUANT TO THE FINAL DIP ORDER, THE PLAN, OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE EXCULPATED PARTIES, OR THE RELEASED PARTIES: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR THE ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (D) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH HOLDER HAS FILED A MOTION REQUESTING THE RIGHT TO PERFORM SUCH SETOFF ON OR BEFORE THE EFFECTIVE DATE, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR

INTEREST OR OTHERWISE THAT SUCH HOLDER ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN.

94. Notwithstanding anything to the contrary in this Confirmation Order or the Plan (including the Releases set forth in the Plan), nothing contained in this Confirmation Order or the Plan shall impair, effect, modify, or release (a) postpetition Administrative Claims that are (1) Professional Fee Claims (subject to Allowance pursuant to the Plan and/or the Interim Compensation Order if such Claims have not already been allowed as of the Effective Date) or (2) Administrative Claims that may be Allowed for which requests for payment are timely Filed and served on the Reorganized Debtors pursuant to the procedures specified in this Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date, (b) Administrative Claims that are not required to be Filed and served on the Reorganized Debtors in accordance with Article II.A of the Plan and, in each case, that may be allowed, including, but not limited to, (1) Administrative Expense Claims incurred by the Estates in the ordinary course of business after the Petition Date, which are required, pursuant to the Plan, to be paid by the Debtors or the Reorganized Debtors, as applicable, in accordance with the terms and conditions of the particular transaction giving rise to such Claim in the ordinary course as set forth in Article II.A of the Plan, or (2) in accordance with the Claims Bar Date Order, a Claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code, asserted in accordance with the Claims Bar Date Order.

95. For the avoidance of doubt, SLF Holdings, LLC is not one of the Releasing Parties under the Plan and any claims or defenses of SLF Holdings, LLC against the Uniti Parties (as defined in the Plan), Uniti Fiber Holdings, Inc., Uniti Group, Inc., Kenneth Gunderman, or John

P. Fletcher, asserted in the litigation pending before the United States District Court for the District of Delaware styled SLF Holdings, LLC v. Uniti Fiber Holdings, Inc., C.A. No. 1:19-cv-01813-LPS are not subject to the release in Article VIII.D of the Plan and are not otherwise barred, released, prohibited or enjoined by the Plan, this Confirmation Order, the Restructuring Transactions, or other documents or transactions related thereto or approved pursuant to this Confirmation Order.

W. Certain Government Matters.

96. As to any governmental unit (as defined in section 101(27) of the Bankruptcy Code) (a “Governmental Unit”), nothing in the Plan or Confirmation Order shall limit or expand the scope of discharge, release or injunction to which the Debtors or Reorganized Debtors are entitled to under the Bankruptcy Code, if any. In addition, the discharge, release, and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, subsequent to the Confirmation Order, pursuing any police or regulatory action.

97. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, with respect to the claims filed by certain taxing authorities (the “Taxing Authorities”),⁴ the tax

⁴ The Taxing Authorities means the County of Anderson, Texas, Bell County Tax Appraisal District, Texas, the County of Bosque, Texas, Bowie Central Appraisal District, Texas, the County of Brazos, Texas, Brown Central Appraisal District, Texas, The County of Callahan, Texas, the County of Cherokee, Texas, Cherokee Central Appraisal District, Texas, Eastland Central Appraisal District, Texas, the County of Comal, Texas, the County of Coryell, Texas, the County of Comanche, Texas, the County of Denton, Texas, the County of Erath, Texas, Floyd Central Appraisal District, Texas, the County of Freestone, Texas, Grimes Central Appraisal District, Texas, Groesbeck I.S.D., Texas, the County of Guadalupe, Texas, Harrison Central Appraisal District, Texas, the County of Harrison, Texas, the County of Hays, Texas, the County of Henderson, Texas, Hill Central Appraisal District, Texas, the County of Hill, Texas, Jasper County Tax Units, Texas, Lynn Central Appraisal District, Texas, Mexia I.S.D., Texas, Midland Central Appraisal District, Texas, the County of Milam, Texas, the County of Newton, Texas, Newton I.S.D., Texas, Reeves County Tax Districts, Texas, Shackelford County Appraisal District, Texas, Taylor County Central Appraisal District, Texas, City of Waco, Texas, the County of Wharton, Texas, the County of Williamson, Texas, the County of Leon, Texas, the County of Stephens, Texas, Terry County Appraisal District, Austin County Appraisal District, Chambers County Tax Office, Channelview Independent School District, City of Bellaire, City of Friendswood, Clear Creek Independent School District, Crosby Independent School District, Fort Bend County Levee Improvement District #2, First Colony Levee Improvement District, First Colony Municipal Utility District #9, Fort Bend Independent School

claims shall be paid by the Reorganized Debtors (a) within thirty (30) days of the Effective Date or as soon as reasonably practicable thereafter; or (b) in the ordinary course of business following the Effective Date as such tax debt becomes due and in the amounts billed in accordance with applicable state law. The Taxing Authorities shall retain statutory liens securing prepetition

District, Harris County Municipal Utility District #144, Harris County Municipal Utility District #149, Harris County Municipal Utility District #157, Harris County Municipal Utility District #165, Harris County Municipal Utility District #186, Harris County Municipal Utility District #264, Harris County Municipal Utility District #33, Harris County Municipal Utility District #342, Harris County Municipal Utility District #344, Harris County Municipal Utility District #49, Harris County Municipal Utility District #61, Harris County Municipal Utility District #70, Harris County Utility District #14, Harris County Water Control & Improvement District #145, Humble Independent School District, Klein Independent School District, La Porte Independent School District, Magnolia Independent School District, Northwest Harris County Municipal Utility District #16, San Jacinto County, Sheldon Independent School District, Sheldon Road Municipal Utility District, Spring Branch Independent School District, Spring Independent School District, West Sabine Independent School District, Woodlands Metro Center Municipal Utility District, Woodlands Road Utility District #1, Richardson Independent School District, Carrollton-Farmers Branch Independent School District, Dallas County Utility & Reclamation District, City of Garland, Garland Independent School District, Wylie Independent School District, Johnson County, City of Grandview, Grandview Independent School District, City of Godley, Godley Independent School District, Cleburne Independent School District, Joshua Independent School District, City Rio Vista, Rio Vista Independent School District, City of Cleburne, City of Burleson, Burleson Independent School District, Arlington Independent School District, City of Haslet, City of Haltom City, City Lake Worth, Crowley Independent School District, Mansfield Independent School District, City of Grapevine, Grapevine-Colleyville Independent School District, Kopperl Independent School District, Avalon Independent School District, Whitney Independent School District, Forney Independent School District, Mitchell County, City of Loraine, Loraine Independent School District, Colorado Independent School District, Nolan County, City of Blackwell, Blackwell Independent School District, Roscoe Independent School District, Somervell County, City of Glen Rose, Glen Rose Independent School District, City of Elkhart, Elkhart Independent School District, Zavalla Independent School District, Cass County, Houston County, Nacogdoches County, et al., Panola County, Tyler Independent School District, Trinity County, Trinity/Groveton Consolidated Tax Office, Mineola Independent School District, Andrews County Tax Office, Andrews Independent School District, Cochran County Tax Office, Haskell County Appraisal District, Hockley County Tax Office, Kent County Appraisal District, Lubbock Central Appraisal District, Yoakum County Tax Office, Kimble County Appraisal District, Midland County, Buena Vista Independent School District, Kermit Independent School District, Wichita County Tax Office, Burkburnett Independent School District Tax Office, Iowa Park Tax Office, Archer County Tax Assessor/Collector, Young Central Appraisal District, Knox County Appraisal District, Montague County Appraisal District, Cooke County Appraisal District, Throckmorton County Appraisal District, Montague County Tax Office, Bellevue Independent School District, City of Chillicothe, Chillicothe Independent School District, Quanah Independent School District, Armstrong County Appraisal District, Briscoe County Appraisal District, Carson County Appraisal District, Carson County Tax Office, Dallam County Appraisal District, Gray County Tax Office, Hale County Appraisal District, Hall County Appraisal District, Hartley County Appraisal District, Hemphill County Tax Office, Canadian Independent School District, Lipscomb County Tax Office, Moore County Tax Office, Ochilree County Appraisal District, Oldham County Appraisal District, Randall County Tax Office, Roberts County Appraisal District, Sherman County Appraisal District, Sherman County Tax Office, Ft. Elliott Consolidated Independent School District, Luling Independent School District, Copperas Cove Independent School District, Colorado County Appraisal District, Burleson County Tax Office, Falls County Tax Office, Rosebud-Lott Independent School District, Fayette County Appraisal District, City of Rosebud, Kendall Appraisal District, Kerr County Tax Office, Thorndale Independent School District, Cameron Independent School District, Buckholts Independent School District, Karnes County Tax Office, the Maricopa County Treasurer, the Texas Comptroller of Public Accounts, the Mississippi Department of Revenue, and the Pennsylvania Department of Revenue.

claims, if applicable, and postpetition claims, until such claims are paid in full. The Allowed Priority and Secured Claims of the Taxing Authorities shall include all accrued interest properly charged under applicable non-bankruptcy law through the date of payment of such Allowed Priority or Secured Claims. For the avoidance of doubt, with respect to any postpetition ad valorem or applicable state tax liabilities incurred by the Debtors after the Petition Date, the Taxing Authorities shall not be required to file an administrative expense claim and/or request for payment by the Administrative Expense Bar Date. All such postpetition taxes shall be paid in the ordinary course of business prior to delinquency under applicable state law. In the event of a default, the Taxing Authorities shall provide written notice of the default to Debtors' or Reorganized Debtors' counsel. If the default is not cured within thirty (30) days of receipt of the notice by paying the amount due together with interest at the applicable non-bankruptcy rate, the Taxing Authorities are authorized to take any and all collection actions in state court under applicable state law without further order of the Court.⁵ Nothing in the Plan or this Confirmation Order shall be construed as an admission as to the validity of any claim asserted by the Taxing Authorities against the Debtors or a waiver of the Debtors' rights to subsequently dispute such claim on any grounds. The Debtors' and the Reorganized Debtors' (as applicable) rights and defenses under applicable state law and the Bankruptcy Code with respect to the foregoing are fully preserved.

98. Nothing contained in the Plan or Confirmation Order shall be deemed to determine the tax liability of any person or entity, including but not limited to the Debtors and the Reorganized Debtors, nor shall the Plan or Confirmation Order be deemed to have determined the federal tax treatment of any item, distribution, or entity, including the federal tax consequences of

⁵ The Texas Comptroller will continue to provide written notice of any post-confirmation tax delinquencies to the affected Debtor at its address on record with the Texas Comptroller, in accordance with its ordinary course of operations. With respect to any post-confirmation liabilities, the Texas Comptroller reserves all rights to take any and all collection actions under applicable state law without further order of this Court.

this Plan, nor shall anything in this Plan or Confirmation Order be deemed to have conferred jurisdiction upon the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment except as provided under 11 U.S.C. § 505.

99. Nothing in this Confirmation Order or the Plan discharges, releases, impairs, enjoins or otherwise precludes: (i) any liability to any Governmental Unit that is not a Claim as defined in 11 U.S.C. § 101(5); (ii) any Claim of any Governmental Unit arising on or after the Effective Date; (iii) any valid right of setoff or recoupment of any Governmental Unit against any of the Debtors; or (iv) any police or regulatory liability to a Governmental Unit that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the Effective Date, notwithstanding when conduct leading to liability under the Governmental Unit's police and regulatory power occurred or was discovered by the Governmental Unit. Nor shall anything in this Confirmation Order or the Plan enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Nothing in this Confirmation Order or the Plan divests any court, commission, or tribunal of jurisdiction to determine whether any liabilities asserted by any Governmental Unit are discharged or otherwise barred by this Confirmation Order, the Plan, or the Bankruptcy Code.

100. Moreover, nothing in the Confirmation Order or the Plan shall release or exculpate any non-debtor, including any Released Parties and/or Exculpated Parties, from any liability to any Governmental Unit, including but not limited to any liabilities arising under the Internal Revenue Code, applicable state tax codes, the environmental laws, or the criminal laws against the Released Parties and/or Exculpated Parties, nor shall anything in this Confirmation Order or the Plan enjoin any Governmental Unit from bringing any claim, suit, action or other proceeding

against any non-debtor for any liability whatsoever; *provided* that the foregoing sentence shall not limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code.

X. Post-Confirmation Notices, Professional Compensation, and Bar Dates.

101. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven days (7) after the Effective Date, the Debtors shall cause a notice of Confirmation and occurrence of the Effective Date, substantially in the form attached hereto as **Exhibit 2** (the “Notice of Confirmation and Effective Date”) to be served by United States mail, first-class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice. To supplement the notice procedures described in the preceding sentence, no later than fourteen (14) days after the Effective Date, the Reorganized Debtors must cause the Notice of Confirmation and Effective Date, modified for publication, to be published on one occasion in the *Wall Street Journal* and the *Arkansas-Democrat Gazette*. Mailing and publication of the notices described in this paragraph in the time and manner set forth in this paragraph will be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice is necessary.

102. The Notice of Confirmation and Date will have the effect of an order of the Court, will constitute sufficient notice of the entry of this Confirmation Order and occurrence of the Effective Date to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

103. Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File an application for final allowance of such Professional Fee Claim no later than 45 days after the Effective Date. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount this Court allows, including from the Professional

Fee Escrow, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Claims Estimate on the Effective Date and otherwise in accordance with the Plan.

104. Except as otherwise provided in the Plan, requests for payment of Administrative Claims, other than Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code which were required to be Filed by the Claims Bar Date, must be Filed and served on the Debtors or the Reorganized Debtors, as applicable, no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to File and serve a request for such payment of such Administrative Claims, but do not File and serve such a request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Reorganized Debtors, as applicable, or any action by the Court.

Y. Release of Liens.

105. Except (a) with respect to the Liens securing (1) the New Exit Facility and (2) to the extent elected by the Debtors, with respect to an Allowed Other Secured Claim in accordance with **Error! Reference source not found.**, or (b) as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates, shall be fully released and discharged, and the holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any holder of such mortgages,

deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

Z. DIP Facilities Claims.

106. All DIP Facilities Claims shall be deemed Allowed as of the Effective Date in an amount equal to (a) the principal amount outstanding under the DIP Credit Agreement on such date, (b) all accrued and unpaid interest thereon to the date of payment and (c) all accrued and unpaid fees, expenses and noncontingent indemnification obligations payable under the DIP Credit Agreement and the DIP Orders.

107. Except to the extent that a holder of an Allowed DIP Facilities Claim agrees to a less favorable treatment, each Allowed DIP Facilities Claim, as well as any other fees, interest or other obligations owing to third parties under the DIP Credit Agreement and/or the DIP Orders, shall be indefeasibly paid in full, in Cash, by the Debtors on the Effective Date in accordance with the terms of the DIP Credit Agreement and the DIP Orders, including without limitation, the execution and delivery of a release agreement, on terms and conditions acceptable to the DIP Agent and the DIP Lenders, and contemporaneously with the foregoing payment and delivery of the release agreement, the DIP Facilities shall be deemed cancelled, all Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the DIP Facilities shall automatically terminate, and all collateral subject to such Liens shall be automatically released, in each case without further action by the DIP Agent or the DIP Lenders and all guarantees of the Debtors and Reorganized Debtors arising out of or related to the DIP Facilities Claims shall be automatically discharged and released, in each case without further action by the DIP Agent or the DIP Lenders pursuant to the terms of the DIP Facilities. The DIP Agent and the DIP Lenders shall take all actions to effectuate and confirm such termination, release and discharge as reasonably requested by the Debtors or the Reorganized Debtors. For the avoidance of doubt, to the extent

that any obligations under the DIP Credit Agreement and/or the DIP Orders remain unsatisfied as of the Effective Date, any unsatisfied claims thereunder shall not be released by the terms of this Plan until such obligations are indefeasibly paid in full, in Cash.

AA. Cancellation of Existing Securities and Agreements.

108. On the later of the Effective Date and the date on which distributions are made pursuant to the Plan (if not made on the Effective Date), except as otherwise specifically provided for in the Plan or set forth in the Description of Restructuring Transactions: (a) the obligations of the Debtors under the Credit Agreement, the First Lien Notes Indenture, the Midwest Notes Indenture, the Second Lien Notes Indentures, the Unsecured Notes Indentures, and any other certificate, equity security, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such agreements, certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that are reinstated or amended and restated pursuant to the Plan), shall be cancelled solely as to the Debtors, and the Reorganized Debtors, the DIP Agent, JPMorgan Chase Bank, N.A. in its capacity as agent under the Credit Agreement, the First Lien Notes Indenture Trustee, the Midwest Notes Indenture Trustee, the Second Lien Notes Indenture Trustees, and the Unsecured Notes Indenture Trustees shall not have any continuing duties or obligations thereunder and shall be discharged; and (b) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors (except such agreements, certificates, notes or other instruments evidencing indebtedness or obligation of or

ownership interest in the Debtors that are specifically reinstated, amended and reinstated, or entered into pursuant to the Plan) shall be released and discharged; except that the applicable indentures and credit agreements shall continue in effect solely for the purpose of: (i) allowing the applicable agents and indenture trustees to receive distributions from the Debtors and to make further distributions to the applicable holders of Claims (subject to any applicable charging liens, including any Second Lien Notes Indenture Trustee Charging Lien and any Unsecured Notes Indenture Trustee Charging Lien), and allowing such holders to accept distributions, on account of such Claims; (ii) preserving the applicable agents' and indenture trustees' rights to payment of fees and expenses, including any Second Lien Notes Indenture Trustee Fees and any Unsecured Notes Indenture Trustee Fees, and allowing the maintenance, exercise, and enforcement of any applicable charging lien, including any Second Lien Notes Indenture Trustee Charging Lien and any Unsecured Notes Indenture Trustee Charging Lien, for the payment of fees and expenses, including any Second Lien Notes Indenture Trustee Fees and any Unsecured Notes Indenture Trustee Fees, and for indemnification as against any money or property distributed to holders; (iii) preserving the right of applicable agents and indenture trustees to exculpation and indemnification from the Debtors pursuant and subject to the terms of the applicable credit agreements and indentures; and (iv) preserving the applicable agents' and indenture trustees' right to appear and be heard in the Chapter 11 Cases or in any other proceeding in the Bankruptcy Court, including but not limited to enforcing any obligations owed to it under the Plan or Confirmation Order; *provided* that nothing in this Plan shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any liability or expense to the Reorganized Debtors.

109. On the Effective Date, each holder of a certificate or instrument evidencing a Claim that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim. Such surrendered certificate or instrument shall be deemed cancelled as set forth in, and subject to the exceptions set forth in **Error! Reference source not found.** of the Plan. On and after the Effective Date, the duties and responsibilities of the indenture trustees under their respective indenture(s) shall be discharged and released, except (i) to the extent required to effectuate the Plan including, but not limited to, making distributions under the Plan to the holders of Allowed Claims under their respective indenture(s) and (ii) with respect to any rights of the First Lien Indenture Trustee, Midwest Notes Indenture Trustee, or the Second Lien Indenture Trustees to payment of fees, expenses, and indemnification obligations as against any money or property distributable to holders of the First Lien Claims under the First Lien Notes Indenture, Midwest Notes Claims under the Midwest Notes Indenture, or to holders of the Second Lien Claims under the Second Lien Notes Indentures, as applicable, including any rights to priority of payment and/or to exercise charging liens. After the performance by the applicable agents' and indenture trustees and their respective representatives and professionals of any obligations and duties required under or related to the Plan or the Confirmation Order, the agents and the indenture trustees shall be relieved of and released from any obligations and duties arising thereunder.

BB. Return of Deposits.

110. All utilities, including any Person who received a deposit or other form of "adequate assurance" of performance pursuant to section 366 of the Bankruptcy Code during the Chapter 11 Cases (collectively, the "Deposits"), whether pursuant to the *Final Order (I) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (II) Determining Adequate Assurance of Payment for Future Utility Services, and*

(III) Establishing Procedures for Determining Adequate Assurance of Payment [Docket No. 384]

or otherwise, including, water, sewer service, telecommunications, data, cable, waste disposal, gas, electric, and other similar services, are directed to return such Deposits to the Reorganized Debtors, either by setoff against postpetition indebtedness or by Cash refund, on the Effective Date, and the Reorganized Debtors are also entitled to withdraw and keep any and all Deposits.

CC. Effect of Confirmation Order on Other Orders.

111. Unless expressly provided for herein, nothing in the Plan or this Confirmation Order shall affect any orders entered in the Chapter 11 Cases pursuant to section 365 of the Bankruptcy Code or Bankruptcy Rule 9019.

DD. Inconsistency.

112. In the event of any inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of any inconsistency between the Plan (including the Plan Supplement) and this Confirmation Order, this Confirmation Order shall govern. To the extent any provision of any final Plan Supplement document may conflict or is inconsistent with any provision in the Plan, the terms of the final Plan Supplement document shall govern and be binding and exclusive.

EE. Injunctions and Automatic Stay.

113. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on this Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect through and including the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

FF. Authorization to Consummate.

114. The Debtors are authorized to consummate the Plan and the Restructuring Transactions and finalize and implement the Plan Documents at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to consummation set forth in Article IX of the Plan.

GG. Substantial Consummation.

115. On the Effective Date, the Plan shall be deemed to be substantially consummated under section 1101(2) of the Bankruptcy Code.

HH. No Waiver.

116. The failure to specifically include any particular Plan document or provision of the Plan or Plan Document in this Confirmation Order will not diminish the effectiveness of such document or Plan provision nor constitute a waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety, the Plan Documents are approved in their entirety, and all are incorporated herein by this reference.

II. Severability.

117. Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified (including any Plan Document) without consent from the Debtors, the Required Consenting Creditors, and the Requisite Backstop Parties, and, to the extent required under section 3.02 of the Plan Support Agreement, the Required Consenting Midwest Noteholders; and (c) nonseverable and mutually dependent.

JJ. Effect of Non-Occurrence of Effective Date.

118. If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or

release of any Claims by or Claims against or Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any holders of a Claim or Interest, or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders, or any other Entity in any respect.

KK. Dissolution of the Committee.

119. On the Effective Date, the Committee will dissolve; *provided* that following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by Professionals and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (b) any appeals of the Confirmation Order or other appeal to which the Committee is a party. Upon the dissolution of the Committee, the Committee Members and their respective Professionals will cease to have any duty, obligation, or role arising from or related to the Chapter 11 Cases and shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall not be responsible for paying any fees or expenses incurred by the Committee Members or advisors to the Committee after the Effective Date, except for the limited purposes identified above.

LL. Continued Effect of Stays and Injunction.

120. Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or any order of the Court that is in existence on the Confirmation Date shall remain in full force and effect until the Effective Date.

MM. Conditions to Effective Date.

121. The Plan shall not become effective unless and until the conditions set forth in Article IX of the Plan have been satisfied or waived pursuant to Article IX, Section B of the Plan. Each of the conditions set forth in Article IX of the Plan is reasonably likely to be satisfied or waived in accordance with the Plan.

NN. Assumption of Plan Support Agreement.

122. Upon entry of this Confirmation Order, the Plan Support Agreement will be deemed assumed by the Debtors pursuant to section 365 of the Bankruptcy Code.

OO. Waiver of 14-Day Stay.

123. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), 6006(d), and 7062), this Confirmation Order is effective immediately and not subject to any stay.

PP. Modification of Plan Supplement.

124. Subject to the terms of the Plan, this Confirmation Order and the Plan Support Agreement, the Debtors are authorized to modify and amend the Plan Supplement through and including the Effective Date, and to take all actions necessary and appropriate to effect the transactions contemplated therein through, including and following the Effective Date.

QQ. Post-Confirmation Modification of the Plan.

125. The Debtors are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Article X, Section A of the Plan, without further order of this Court.

RR. Local Bankruptcy Rules 3021-1(b) and 3022-1

126. Pursuant to Local Bankruptcy Rule 3021-1(b), the time table for achieving substantial consummation of the Plan and entry of a final decree closing the Chapter 11 Cases is as follows:

- a. Substantial Consummation of the Plan. The Debtors anticipate that the Effective Date and substantial consummation of the Plan will occur in September 2020, or as soon as reasonably practicable thereafter.
- b. Distributions. The Debtors or Reorganized Debtors, as applicable, in consultation with the Committee, as applicable, anticipate completing the distributions required under the Plan on or as soon as reasonably practicable after the Effective Date consistent with the provisions of Article IV of the Plan.
- c. Resolution of Claims. The Debtors or Reorganized Debtors, as applicable, in consultation with the Committee, as applicable shall resolve Disputed Claims against the Debtors' Estates consistent with the provisions of Article VII of the Plan.
- d. Avoidance Actions. Pursuant to Article IV, Section S of the Plan, as of the Effective Date, all Avoidance Actions shall be waived by the Debtors and the Reorganized Debtors and their respective Estates.
- e. Post-Confirmation Status Reports. The Reorganized Debtors shall file post-Confirmation disbursement and status reports every six (6) months until the Chapter 11 Cases are closed by means of a final decree, converted to a case under chapter 7, or dismissed, whichever happens earlier.
- f. Motion for Final Decree. Consistent with Bankruptcy Rule 3022 and Local Bankruptcy Rule 3022-1, within fourteen (14) days following the full administration of the Debtors' Estates, the Reorganized Debtors shall file, on notice to the United States Trustee, an application and a proposed order for a final decree.

SS. Retention of Jurisdiction

127. Notwithstanding the entry of this Confirmation Order, from and after the Effective Date, this Court shall, to the fullest extent legally permissible, retain exclusive jurisdiction over the Chapter 11 Cases and all matters arising under, arising out of, or related to, the Chapter 11 Cases, including all matters listed in Article IX of the Plan, as well as for the purposes set forth in section 1142 of the Bankruptcy Code. To the extent it is not legally permissible for the Court to

have exclusive jurisdiction over any of the foregoing matters, the Court shall have non-exclusive jurisdiction over such matters to the fullest extent legally permissible. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, from and after the Effective Date, the Court shall not retain jurisdiction over the Reorganized Windstream Organizational Documents except to the extent that this Confirmation Order has been vacated or reversed, but instead, such enforcement shall be governed as set forth in the Reorganized Windstream Organizational Documents, as applicable.

TT. Final Order.

128. This Confirmation Order is a Final Order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

White Plains, New York
Dated: _____, 2020

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Plan of Reorganization

[Intentionally omitted.]

Exhibit 2

Notice of Confirmation and Effective Date

[Intentionally omitted.]