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Counsel to the Debtors and Debtors in Possession

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

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

NOTICE OF FILING OF EIGHTH AMENDED PLAN SUPPLEMENT

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

PLEASE TAKE FURTHER NOTICE that on June 26, 2020, the Court entered the *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* [Docket No. 2243].

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.kcellc.net/windstream>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

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



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

<u>Exhibit</u>	<u>Description</u>
A-6	Sixth Amendment to the Assumed Executory Contracts/Unexpired Leases Schedule
B-2	Second Amendment to the Rejected Executory Contracts/Unexpired Leases Schedule
G	Amended Description of the Restructuring Transactions

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

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

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Dated: September 18, 2020
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.

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Exhibit A-6

Sixth Amendment to the Assumed Executory Contracts/Unexpired Leases Schedule

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

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
1,290	BARBOURVILLE UTILITY COMMISSION PO BOX 1600 BARBOURVILLE, KY 40906	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - I186-KY-033	\$48,280.00 \$24,140.00
1,291	BARBOURVILLE UTILITY COMMISSION PO BOX 1600 BARBOURVILLE, KY 40906	Windstream Kentucky East, LLC	Executory Contract (including all amendments thereto) - P220-KY-014	See above
2,117	CINCINNATI BELL TELEPHONE CO 201 EAST 4TH STREET 102-315 CINCINNATI, OH 45201		National Payphone Clearinghouse Services Agreement	TBD \$550,000.00
2,118	HAWAII TELECOM 1177 BISHOP STREET HONOLULU, HI 96813		Hawaii Telecom Nda	See above
2,119	CINCINNATI BELL SPECIALIZED BILLING 221 EAST 4TH STREET ROOM 103-1135 CINCINNATI, OH 45201	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - I186-OH-0441	See above
2,120	CINCINNATI BELL SPECIALIZED BILLING 221 EAST 4TH STREET ROOM 103-1135 CINCINNATI, OH 45201	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - I186-OH-0447	See above
2,121	CINCINNATI BELL SPECIALIZED BILLING 221 EAST 4TH STREET ROOM 103-1135 CINCINNATI, OH 45201	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - M186-OH-0440	See above
2,122	CINCINNATI BELL SPECIALIZED BILLING 221 EAST 4TH STREET ROOM 103-1135 CINCINNATI, OH 45201	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - M186-OH-0446	See above
2,130	CISCO SYSTEMS 170 WEST TASMAN DRIVE SAN JOSE, CA 95134	Windstream Supply, LLC	Resale Agreement dated 07/09/2018	\$104,279.96 \$4,059.96
2,131	CISCO SYSTEMS 170 WEST TASMAN DRIVE, 3RD FLOOR SAN JOSE, CA 95134	PaeTec Communications, LLC	Product Agreement dated 12/13/1999	See above
2,132	CISCO SYSTEMS 170 WEST TASMAN DRIVE, 3RD FLOOR SAN JOSE, CA 95134	Windstream Supply, LLC	Product Agreement dated 01/07/2013	See above
2,133	CISCO WEBEX LLC 170 WEST TASMAN DRIVE SAN JOSE, CA 95134	Windstream Services, LLC	Software License Agreement dated 09/01/2016	See above
2,134	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134		Master Agreement to Lease Equipment	See above
2,135	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox, LLC	Master Agreement dated 12/22/2004	See above
2,136	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream Communications, LLC	Master Agreement dated 12/22/2004	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
2,137	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox Arkansas, LLC	Master Agreement dated 12/22/2004	See above
2,138	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox Illinois, LLC	Master Agreement dated 12/22/2004	See above
2,139	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox Indiana, LLC	Master Agreement dated 12/22/2004	See above
2,140	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox Kansas, LLC	Master Agreement dated 12/22/2004	See above
2,141	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox Missouri, LLC	Master Agreement dated 12/22/2004	See above
2,142	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox Ohio, LLC	Master Agreement dated 12/22/2004	See above
2,143	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox Oklahoma, LLC	Master Agreement dated 12/22/2004	See above
2,144	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream NuVox, LLC	Master Agreement dated 12/22/2004	See above
2,145	CISCO SYSTEMS CAPITAL CORP 170 WEST TASMAN DRIVE, MAILSTOP SJC-13, 3RD FLOOR SAN JOSE, CA 95134	Windstream Services, LLC	Master Agreement dated 12/22/2004	See above
2,146	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - M294-IA-002	See above
2,147	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NY-041	See above
2,148	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-TX-003	See above
2,149	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - N294-NY-042	See above
2,150	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NY-006	See above
2,151	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NY-008	See above
2,152	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-VA-001	See above
2,153	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NY-037	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
2,154	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NC-001	See above
2,155	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NY-009	See above
2,156	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NY-007	See above
2,157	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-TX-001	See above
2,158	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-MO-001	See above
2,159	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NM-001	See above
2,160	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-TX-002	See above
2,161	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	PaeTec Communications, LLC	Executory Contract (including all amendments thereto) - ON294-NY-011	See above
2,162	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1045	See above
2,163	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1043	See above
2,164	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1573	See above
2,165	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1596	See above
2,166	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1936	See above
2,167	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1973	See above
2,168	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-2024	See above
2,169	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1584	See above
2,170	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1605	See above
2,171	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1604	See above
2,172	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1042	See above
2,173	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1037	See above
2,174	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-AL-2250	See above
2,175	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-2251	See above
2,176	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1038	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
2,177	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1039	See above
2,178	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1040	See above
2,179	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-TX-1674	See above
2,180	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1041	See above
2,181	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-IN-2675	See above
2,182	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1743	See above
2,183	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1744	See above
2,184	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1047	See above
2,185	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1046	See above
2,186	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1826	See above
2,187	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1835	See above
2,188	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - L910-GA-1044	See above
2,189	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - M910-GA-001	See above
2,190	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-002	See above
2,191	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-1020	See above
2,192	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-1001	See above
2,193	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-GA-1022	See above
2,194	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-AR-1024	See above
2,195	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-GA-1023	See above
2,196	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-GA-003	See above
2,197	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-GA-004	See above
2,198	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-GA-008	See above

Ref	Counterparty	Debtor Counterparty	Description of Contract	Cure Amount
2,199	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-GA-007	See above
2,200	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-GA-009	See above
2,201	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - N910-GA-010	See above
2,202	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-013	See above
2,203	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-015	See above
2,204	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-016	See above
2,205	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-017	See above
2,206	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-018	See above
2,207	CISCO SYSTEMS CAPITAL CORPORATION PO BOX 742927 LOS ANGELES, CA 90074-2927	Windstream Supply, LLC	Executory Contract (including all amendments thereto) - ON910-GA-019	See above
4,191	ELLIJAY TELEPHONE CO 224 DALTON STREET ELLIJAY, GA 30540	Windstream NuVox, LLC	Master Agreement dated 10/01/2007	\$287.27 \$388.28
4,192	ELLIJAY TELEPHONE COMPANY 224 DALTON STREET ELLIJAY, GA 30540	Windstream Communications, LLC	Executory Contract (including all amendments thereto) - L440-GA-001	See above
6,291	MADISON GAS AND ELECTRIC 623 RAILROAD ST. MADISON, WI 53703	Windstream NTI, LLC	Executory Contract (including all amendments thereto) - L198-WI-008	\$970.37 \$1,034.92
6,292	MADISON GAS AND ELECTRIC 623 RAILROAD ST. MADISON, WI 53703	McLeodUSA Telecommunications Services, L.L.C.	Executory Contract (including all amendments thereto) - L074-WI-011	See above
6,293	MADISON GAS & ELECTRIC COMPANY PO BOX 1231 MADISON, WI 53701-1231	Windstream KDL, LLC	Executory Contract (including all amendments thereto) - P186-WI-002	See above
6,294	MADISON GAS & ELECTRIC COMPANY PO BOX 1231 MADISON, WI 53701-1231	McLeodUSA Telecommunications Services, LLC	Executory Contract (including all amendments thereto) - P074-WI-005	See above
11,792	SALESFORCE.COM 415 MISSION STREET, 3RD FLOOR SAN FRANCISCO, CA 94105	Windstream Communications, LLC	Order form dated 10/30/2018	\$36,350.72
11,822	SALESFORCE.COM 415 MISSION STREET, 3RD FLOOR SAN FRANCISCO, CA 94105	Allworx Corp.	Order form with Allworx dated October 12, 2018.	See above

Exhibit B-2

Second Amendment to the Rejected Executory Contracts/Unexpired Leases Schedule

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

Ref	Counterparty	Debtor Counterparty	Description of Contract
1	SALESFORCE.COM 415 MISSION STREET, 3RD FLOOR SAN FRANCISCO, CA 94105	Allworx Corp.	Order form with Allworx dated October 12, 2018.

Exhibit G

Amended Description of the Restructuring Transactions

DESCRIPTION OF RESTRUCTURING TRANSACTIONS¹

This Exhibit reflects the Debtors's current intentions with respect to the Restructuring Transactions and the post-Effective Date organizational structure of the Debtors. However, for the avoidance of doubt, nothing in this Exhibit shall limit or modify in any way any section of the Plan or any related provisions in the Confirmation Order or any authority or discretion granted to the Debtors or Reorganized Debtors, as applicable. The Debtors and Reorganized Debtors reserve all rights to amend, revise or supplement the Plan Supplement, including this Exhibit, subject to the applicable consent rights under the Plan, at any time prior to the Effective Date, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

The Contribution and Distribution (each as defined below) are intended to be treated as a "G" reorganization under Sections 368(a)(1)(G) and 354 of the Internal Revenue Code of 1986, as amended (the "IRC") for U.S. federal (and applicable state and local) income tax purposes, and this Description of Restructuring Transactions, collectively with the documents effecting such transactions, constitute a "plan of reorganization" under Section 368 of the IRC.

In accordance with Article IV.I and Article IV.J of the Plan, on, prior to, or following the Effective Date, the Debtors or the Reorganized Debtors, as applicable, will effect the following steps in the following order in furtherance of implementing the Restructuring Transactions, unless otherwise indicated below:

1. On July 17, 2020, Windstream Holdings formed Windstream Services II, LLC in the state of Delaware ("Windstream Services II").
2. On July 30, 2020, Windstream Services formed Windstream Holdings II, LLC in the state of Delaware ("Windstream Holdings II").
3. On July 30, 2020, Windstream Holdings II formed Windstream Escrow LLC, which will remain an entity disregarded from its owner for tax purposes ("Escrow Issuer"), and Escrow Issuer formed Windstream Escrow Finance Corp. ("Escrow Financing Corp"), in each case, in the state of Delaware.
4. On August 25, 2020, in connection with the issuance of the New Exit Term Facility contemplated by the Plan, Escrow Issuer and Escrow Financing Corp co-issued certain senior first lien notes (the "Exit Notes" and the offering of such notes, the "Exit Notes Offering") in exchange for cash (the aggregate net proceeds, the "Exit Notes Proceeds").² The Exit Notes Proceeds were deposited in a segregated escrow account, and the Exit Notes were secured by a lien on the Exit Notes Proceeds.

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

² For U.S. federal income tax purposes, Escrow Financing Corp is not respected as a co-issuing entity because it has no assets and will never have any assets. Accordingly, for U.S. federal income tax purposes the Exit Notes are treated as being issued solely by Escrow Issuer.

5. Within 75 days of the date of the the Exit Notes Offering, the Debtors or Reorganized Debtors, as applicable, shall make a “check the box” election to retroactively treat Windstream Holdings II as a corporation for U.S. federal income tax purposes, effective no later than the beginning of the day of the Exit Notes Offering.
6. On or prior to the Effective Date, in accordance with the terms of the Unit Settlement and that certain Asset Purchase Agreement, dated as of the date hereof and by and among Unit National LLC, Windstream Services, LLC, and the other parties thereto, the Debtors transfer certain assets and liabilities to Unit in exchange for cash.
7. On the Effective Date, pursuant to the Plan, each Intercompany Claim held by a Debtor (a “Recipient Debtor”) against another Debtor (a “Payor Debtor”) is contributed as a capital contribution and/or distributed, in each case, by the Recipient Debtor up or down the chain of ownership, as applicable, to the Payor Debtor, such that following such transactions each Intercompany Claim shall be no longer outstanding.
8. On the Effective Date and following Steps 6 and 7, Windstream Holdings shall contribute any assets (other than equity of Windstream Services and Windstream Services II) it directly owns to Windstream Services, and contribute Windstream Services II to Windstream Services.
9. Immediately after Step 8, Windstream Services shall contribute all of its assets to Windstream Services II, and Windstream Services II shall assume all liabilities from Windstream Services that are not being discharged pursuant to the Plan.
10. Immediately after Step 9, Windstream Services shall contribute the equity of Windstream Services II to Windstream Holdings II (the “Contribution”) in exchange for (collectively, the “Holdings II Consideration”): (i) newly issued equity in Windstream Holdings II (including the Special Warrants), (ii) the Distributable Subscription Rights, (iii) the Exit Notes Proceeds released in Step 12, (iv) the Remaining Exit Proceeds (as defined below) received in Step 16, and (v) the Midwest Notes New Exit Term Facility received in Step 16. Windstream Holdings II shall not assume any liabilities of Windstream Services in the Contribution that are being discharged pursuant to the Plan.
11. In connection with the Contribution, pursuant to the Plan, liabilities (including guarantees) of the direct and indirect subsidiaries of Windstream Services II that are not being “reinstated” or otherwise being paid in full pursuant to the Plan shall be released, in each case, consistent with the rights of holders of Claims and Interests (and other stakeholders of the direct and indirect subsidiaries of Windstream Services) to receive recoveries pursuant to the Plan, with such Persons to receive recoveries from Windstream Services in Step 17. For clarity sake, Windstream Holdings II and Windstream Services II do not assume (and never become obligated with respect to) any liabilities or Claims that are being discharged pursuant to the

Plan, including, for the avoidance of doubt and without limitation, the First Lien Claims, Second Lien Claims, Midwest Notes Lien Claims, Obligor General Unsecured Claims, and Non-Obligor General Unsecured Claims.

12. In connection with the Contribution, the Exit Notes Proceeds received in Step 4 shall be released to Windstream Services by Escrow Issuer.
13. In connection with the Contribution, Escrow Issuer shall be merged with and into Windstream Services II under state law, with Windstream Services II becoming obligated on the Exit Notes by operation of state law. The Exit Notes shall be guaranteed by the same direct and indirect subsidiaries of Windstream Services II that guarantee the other parts of the New Exit Term Facility on and after the Effective Date.
14. In connection with the Contribution, pursuant to the Plan, Windstream Services II issues the remaining New Exit Facility (other than the Midwest Notes New Exit Term Facility) in exchange for cash (the “Remaining Exit Proceeds”).
15. Immediately after Step 14 Windstream Services II distributes the Remaining Exit Proceeds and issues the Midwest Notes New Exit Term Facility to Windstream Holdings II.
16. Immediately after Step 15, in connection with the Contribution, Windstream Holdings II transfers the Remaining Exit Proceeds and the Midwest Notes New Exit Term Facility to Windstream Services as part of the Contribution.
17. Immediately after Steps 10 through 16, pursuant to and as contemplated by the Plan, Windstream Services distributes to certain holders of Claims in final satisfaction of their Claims (the “Distribution”) the following: (i) the Holdings II Consideration, (ii) cash on hand, and (iii) the Rights Offering Cash received in Step 19.³
18. In connection with the Distribution, the cash funded into escrow by participants in the Rights Offering in connection with their exercise of the Distributable Subscription Rights received in the Distribution (the “Rights Offering Cash”) is released to Windstream Holdings II in exchange for Reorganized Windstream Equity Interests or the Special Warrants, as applicable.
19. In connection with the Contribution, Windstream Holdings II transfers the Rights Offering Cash to Windstream Services as part of the Contribution.⁴

³ Distributions to holders of the Allowed Midwest Notes Claims of their Pro Rata shares of the Midwest Notes New Exit Term Facility may occur following the Effective Date once such holders are identified and/or execute appropriate documentation.

⁴ For administrative convenience, the Rights Offering Cash may be transferred directly to certain holders of Claims in connection with the Distribution.

20. In connection with the Distribution, as contemplated by the Plan, Windstream Services transfers the Rights Offering Cash to certain holders of Claims as part of the Distribution.
21. As promptly as possible following the Distribution, Windstream Holdings and Windstream Services complete any necessary wind-down activities (which may include certain actions with respect to assets transferred to Windstream Holdings II that are ministerial in nature, receiving and sending cash disbursements owed to Windstream Holdings II or Windstream Services II, making cash disbursements on behalf of Windstream Holdings II or Windstream Services II while bank accounts are transferred, transferring payroll functions, and other activities of such nature). Once such activities are complete, any remaining assets held by Windstream Holdings and Windstream Services are transferred to Windstream Holdings II or Windstream Services II pursuant to the Plan (which transfer shall be treated as part of Steps 8 and/or 9, as applicable) and, once such activities are complete, Windstream Holdings and Windstream Services liquidate and equity in Windstream Holdings is cancelled for no consideration.