

MORRISON FOERSTER LLP

Lorenzo Marinuzzi, Esq.

Todd Goren, Esq.

Jennifer Marines, Esq.

Erica J. Richards, Esq.

250 West 55th Street

New York, NY 1019-9601

Telephone: (212) 336-4320

Facsimile: (212) 468-7900

*Proposed Counsel to the Official Committee of Unsecured
Creditors of Windstream Holdings, Inc., et al.*

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

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No.: 19-22313 (RDD)

(Jointly Administered)

**NOTICE OF HEARING ON APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF WINDSTREAM HOLDINGS, INC., ET AL., FOR
ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
ALIXPARTNERS, LLP AS ITS FINANCIAL ADVISOR,
NUNC PRO TUNC TO MARCH 12, 2019**

PLEASE TAKE NOTICE that a hearing on the annexed *Application of the
Official Committee of Unsecured Creditors of Windstream Holdings, Inc., et al., Authorizing the
Employment and Retention of AlixPartners, LLP as its Financial Advisor Nunc Pro Tunc to
March 12, 2019* (the “Application”) filed by the Official Committee of Unsecured Creditors

¹ The last four digits of Debtor, Windstream Holdings, Inc.’s tax identification number is 7717. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, 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’ proposed 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.



appointed in the above-captioned chapter 11 cases (the “Committee”) will be held before the Honorable Robert D. Drain at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Courtroom 701, New York, New York 10004-1408 (the “Bankruptcy Court”) on May 14, 2019, at 10:00 a.m. (Eastern Time) (the “Hearing”).

PLEASE TAKE FURTHER NOTICE that any responses or objections (“Objections”) to the Application shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted pro hac vice, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with the *Interim Order Establishing Certain Notice, Case Management, and Administrative Procedures*, [ECF No. 57], so as to be filed and received no later than **May 10, 2019 at 4:00 p.m. (Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO APPROVAL OF THE APPLICATION ARE TIMELY FILED AND RECEIVED BY THE OBJECTION DEADLINE IN ACCORDANCE WITH THE ABOVE PROCEDURES, AN ORDER MAY BE ENTERED GRANTING THE RELIEF REQUESTED IN THE APPLICATION.

Dated: April 29, 2019
New York, New York

MORRISON FOERSTER LLP

/s/ Lorenzo Marinuzzi

Lorenzo Marinuzzi, Esq.

Todd Goren, Esq.

Jennifer Marines, Esq.

Erica J. Richards, Esq.

250 West 55th Street

New York, NY 1019-9601

Telephone: (212) 336-4320

Facsimile: (212) 468-7900

*Proposed Counsel to the Official Committee of Unsecured
Creditors of Windstream Holdings, Inc., et al.*

MORRISON FOERSTER LLP

Lorenzo Marinuzzi, Esq.

Todd Goren, Esq.

Jennifer Marines, Esq.

Erica J. Richards, Esq.

250 West 55th Street

New York, NY 1019-9601

Telephone: (212) 336-4320

Facsimile: (212) 468-7900

*Proposed Counsel to the Official Committee of Unsecured
Creditors of Windstream Holdings, Inc., et al.*

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

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No.: 19-22313 (RDD)

(Jointly Administered)

**APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF WINDSTREAM HOLDINGS, INC., *ET AL.*, FOR
ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF ALIXPARTNERS, LLP AS ITS FINANCIAL ADVISOR,
*NUNC PRO TUNC TO MARCH 12, 2019***

The Official Committee of Unsecured Creditors (the “Committee”) of Windstream Holdings, Inc., et al., (the “Debtors”), appointed pursuant to sections 1102 of title 11 of the United States Code (the “Bankruptcy Code”) hereby submits this application (the “Application”) for the entry

¹ The last four digits of Debtor, Windstream Holdings, Inc.’s tax identification number is 7717. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, 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’ proposed 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.

of an order pursuant to sections 328(a) and 1103 of the Bankruptcy Code, Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), authorizing the Committee to retain and employ AlixPartners, LLP (“AlixPartners”) as its financial advisor, *nunc pro tunc* to March 12, 2019. In support of this Application, the Committee has filed the declaration of David MacGreevey (the “MacGreevey Declaration”) attached hereto as Exhibit B, and respectfully represents as follows:

JURISDICTION

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and rule predicates for the relief sought by this Application are sections 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1.

FACTUAL BACKGROUND

2. On February 25, 2019 (the “Petition Date”), the Debtors commenced their chapter 11 cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested or appointed in the Debtors’ chapter 11 cases.

3. On March 12, 2019, pursuant to Bankruptcy Code section 1102(a)(1), the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the Committee [Docket No. 136]. The Committee is currently comprised of the following seven

(7) members: (i) Pension Benefit Guaranty Corporation; (ii) Communication Workers of America, AFL-COP, CLC; (iii) AT&T Services, Inc.; (iv) VeloCloud Networks, Inc.; (v) Crown Castle Fiber; (vi) LEC Services, Inc. and (vii) UMB Bank.

4. On March 12, 2019, the Committee selected Morrison Foerster LLP (“MoFo”) to serve as its counsel, subject to Court approval.

5. On March 12, 2019 (the “Retention Date”), the Committee selected AlixPartners to serve as its financial advisor effective as of the Retention Date, subject to Court approval.

6. On March 18, 2019, the Committee selected Perella Weinberg Partners (“PWP”) to serve as its investment banker, subject to Court approval.

7. The engagement letter (the “Engagement Letter”) providing the terms and conditions of the Committee’s proposed retention of AlixPartners, *nunc pro tunc* to the Retention Date, is attached hereto as Exhibit C.

RELIEF REQUESTED

8. By this Application, the Committee seeks the entry of the proposed order (the “Proposed Order”) attached hereto as Exhibit A, authorizing and approving the retention and employment of AlixPartners as its financial advisor, pursuant to sections 328 and 1103 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, and in accordance with the terms and conditions set forth in this Application, the Engagement Letter and the Proposed Order, effective as of the Retention Date.

9. Section 328(a) of the Bankruptcy Code empowers a committee appointed under section 1102 of the Bankruptcy Code, with the Court’s approval, to employ professionals on any reasonable terms and conditions of employment to perform services for the committee in the discharge of such committee’s duties.

ALIXPARTNERS' QUALIFICATIONS

10. AlixPartners is an internationally recognized restructuring and turnaround firm that has a wealth of experience in providing financial advisory services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

11. AlixPartners is well qualified to serve as a financial advisor to the Committee. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' chapter 11 cases. Its professionals have provided restructuring or crisis management services in numerous large cases, including recent filings in this district. See, e.g., *In re Aegean Marine Petroleum Network Inc.*, Case No. 18-13374 (MEW) (Bankr. S.D.N.Y. Nov. 6, 2018); *In re Pacific Drilling S.A.*, Case No. 17-13193 (MEW) (Bankr. S.D.N.Y. Dec. 14, 2017); *In re CGG Holdings (U.S.) Inc.*, Case No. 17-11637 (MG) (Bankr. S.D.N.Y. July 14, 2017); *In re Westinghouse Electric Company, LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. June 6, 2017); *In re BCBG Max Azria Global Holdings*, Case No. 17-10466 (SCC) (Bankr. S.D.N.Y. Mar. 29, 2017); *In re Ultrapetrol (Bahamas) Limited*, Case No. 17-22168 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2017); *In re Primorsk International Shipping Limited*, Case No. 16-10073 (MG) (Bankr. S.D.N.Y. Feb. 18, 2016); *In re SIGA Technologies, Inc.*, Case No. 14-12623 (SHL) (Bankr. S.D.N.Y. Nov. 14, 2014); *In re Nautilus Holdings, Ltd.*, Case No. 14-22885 (RDD) (Bankr. S.D.N.Y. July 14, 2014); *In re MPM Silicones, LLC*, Case No. 14-22503 (RDD) (Bankr. S.D.N.Y. May 16, 2014); *In re Patriot Coal Corp.*, Case No. 12-12900 (SCC) (Bankr. S.D.N.Y. Aug. 16, 2012); *In re Residential Capital, LLC*, Case No. 12-12020 (MG) (Bankr. S.D.N.Y. Aug. 10, 2012); *In re Eastman Kodak Co.*, Case No. 12-

10202 (ALG) (Bankr. S.D.N.Y. Feb. 28, 2012); *In re TBS Shipping Servs., Inc.*, Case No. 12-22224 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2012); *In re United Retail Grp, Inc.*, Case No. 12-10405 (SMB) (Bankr. S.D.N.Y. Feb. 23, 2012); *In re Borders Grp., Inc.*, Case No. 11-10614 (MG) (Bankr. S.D.N.Y. Mar. 16, 2011); *In re Innkeepers USA Trust*, Case No. 10-13800 (SCC) (Bankr. S.D.N.Y. Aug. 12, 2010); *In re Neff Corp.*, Case No. 10-12610 (SCC) (Bankr. S.D.N.Y. July 16, 2010).

12. The Committee requires the services of AlixPartners to provide financial advisory and bankruptcy consulting services as further detailed below. The Committee is familiar with the professional standing and reputation of AlixPartners. The Committee understands and recognizes that AlixPartners has a wealth of experience in providing financial advisory services in restructurings and reorganizations across the United States and has exemplary qualifications to perform the services required by the Committee in these cases. AlixPartners is able to represent the Committee in a cost-effective, efficient and timely manner and has been performing such services since the Retention Date.

ALIXPARTNERS' DISINTERESTEDNESS

13. To the best of the Committee's knowledge, information, and belief and except to the extent disclosed herein and in the MacGreevey Declaration, AlixPartners: (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (b) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the U.S. Trustee for the Southern District of New York (the "U.S. Trustee") or any person employed in the Office of the U.S. Trustee; and (c) does not hold any interest adverse to the Committee.

14. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of AlixPartners' retention are discovered or arise, the Committee is advised that AlixPartners will use reasonable efforts to file promptly a supplemental declaration.

SCOPE OF SERVICES

15. AlixPartners has begun to provide assistance to the Committee in accordance with the terms and conditions set forth in the MacGreevey Declaration and in the Engagement Letter.

16. AlixPartners will work closely with MoFo and PWP to ensure that there will be no duplication of efforts or unnecessary overlap in the services to be provided by AlixPartners and those that have been provided or which will be provided by the Committee's other professionals. It is presently anticipated that AlixPartners will provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners may perform is as follows:

- Review and evaluate the Debtors' current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Debtors' cash management, tax sharing and intercompany accounting systems, practices and procedures.
- Review and investigate: (i) related party transactions, including those between the Debtors and non-Debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other pre-petition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Debtors' estates may hold against third parties, including each other.

- Analyze the Debtors' assets and claims, and assess potential recoveries to the various creditor constituencies under different scenarios.
- Support the Committee's investment banker's evaluation of proposed asset sales, as required.
- Assist in the development and/or review of the Debtors' plan of reorganization and disclosure statement.
- Review and evaluate court motions filed or to be filed by the Debtors or any other parties-in-interest, as appropriate.
- Render expert testimony and litigation support services, including e-discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and court hearings as may be required in the role of advisors to the Committee.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

17. AlixPartners' decision to accept this engagement to advise and assist the Committee is contingent upon its ability to be retained in accordance with the terms and conditions of employment set forth in the Engagement Letter, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, including any indemnification provisions outlined in the Engagement Letter, as modified by the Proposed Order to comply with the practices and requirements of this Court.

TERMS OF RETENTION AND COMPENSATION

18. AlixPartners is not owed any amounts with respect to prepetition fees and expenses in connection with these cases.

19. The MacGreevey Declaration and the Engagement Letter set forth the terms and conditions of AlixPartners' employment, its staffing and approach, and its billing practices.

AlixPartners has requested that the Committee seek this Court's approval of such matters with the filing of this Application.

20. AlixPartners charges fees based on actual hours expended to perform its services at standard hourly rates established for each employee, as adjusted annually. It is the customary practice of AlixPartners to bill clients for travel time consistent with guidelines of the jurisdiction. For this jurisdiction, therefore, AlixPartners will apply a 50% discount rate to non-working travel time billed. Fees reflect economies resulting from the use of paraprofessional and support personnel to develop schedules and analyses, input computer data, perform research, work on fee applications, and other activities necessary to the efficient administration of a case. AlixPartners does not include support services in the Firm's overhead for the purpose of establishing billing rates. Billing rates are generally representative of prevailing market rates, as awarded by other courts in similar circumstances, based on the customary compensation charged by comparably skilled practitioners in bankruptcy and non-bankruptcy engagements. Subject to this Court's approval, and as described in the MacGreevey Declaration and Engagement Letter, the Committee requests that AlixPartners be entitled to receive compensation at its normal hourly rates.

21. AlixPartners will also maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Committee.

22. AlixPartners does not seek a success fee in connection with this engagement.

23. AlixPartners' current standard hourly rates for 2019, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Managing Director	\$990 – \$1,165
Director	\$775 – \$945
Senior Vice President	\$615 – \$725
Vice President	\$440 – \$600
Consultant	\$160 – \$435
Paraprofessional	\$285 – \$305

24. AlixPartners reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

25. In addition to compensation for professional services rendered by AlixPartners' Personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these chapter 11 cases, including transportation costs, lodging, and meals. Except as follows, all expenses will be billed at actual cost, exclusive of amortization of the cost of any investment, equipment or capital outlay: (i) internal charges for outgoing out-of-town facsimile transmissions will be billed at \$1.00 per page for domestic transmissions and \$2.50 per page for foreign transmissions, and (ii) internal photocopy charges will be billed at \$.10 per page.

26. To the extent AlixPartners requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

27. To the extent AlixPartners uses the services of independent contractors (the “Contractors”) in these chapter 11 cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

28. AlixPartners intends to apply to the Court for allowance of compensation and reimbursement of expenses, including on a monthly, interim and final basis, pursuant to 11 U.S.C. § 330, Bankruptcy Rule 2016, Local Rule 2016-1, the *Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York*, updated June 17, 2013 (the “Local Guidelines”), the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals* [Docket No. 374] (the “Interim Compensation Procedures Order”), entered by the Court on April 22, 2019, and any other applicable orders of the Court or provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

29. None of MoFo, PWP, the members of the Committee, nor any of their agents are or shall be responsible for the payment of AlixPartners’ fees and costs arising out of the engagement described and referenced herein, regardless of whether or not AlixPartners is paid in full from the Debtors’ estates.

30. AlixPartners negotiated the terms and conditions of the Engagement Letter at arm's length and in good faith. Notwithstanding anything to the contrary in the Engagement Letter, AlixPartners has agreed to certain modifications to its standard indemnification and limitations on liability provisions as reflected in the Proposed Order attached hereto as Exhibit A. The Committee and AlixPartners believe that the indemnification language proposed therein complies with this Court's requirements for similar engagements of other professionals in these chapter 11 cases. AlixPartners has been retained with similar or more expanded indemnification language in other representations in this district and other jurisdictions.

NOTICE

31. Notice of this Application will be provided in accordance with this Court's *Interim Order Establishing Certain Notice, Case Management, and Administrative Procedures* [ECF No. 57].

NO PRIOR REQUEST

32. No previous application for the relief requested herein has been made to this or any other Court.

CONCLUSION

WHEREFORE, the Committee respectfully requests that the Court enter an order substantially in the form attached hereto as Exhibit A, granting the relief requested herein as well as such other and further relief as the Court deems just and proper.

[Remainder of page intentionally left blank]

Dated: April 29, 2019

**OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF WINDSTREAM
HOLDINGS, INC., *ET AL.***

By: /s/ James W. Grudus

James W. Grudus
AVP Senior Legal Counsel
AT&T Services, Inc., Co-Chair of the Committee

Exhibit A

Proposed Order

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

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No.: 19-22313 (RDD)

(Jointly Administered)

**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF WINDSTREAM HOLDINGS, INC., *ET AL.*, TO EMPLOY AND
RETAIN ALIXPARTNERS, LLP AS ITS FINANCIAL ADVISOR
*NUNC PRO TUNC TO MARCH 12, 2019***

Upon the application (the “Application”) of the Official Committee of Unsecured Creditors (the “Committee”)² appointed in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (the “Debtors”) for entry of an order (the “Order”), pursuant to sections 328(a) and 1103 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), authorizing the Committee to employ and retain AlixPartners, LLP (“AlixPartners” or the “Firm”) as the Committee’s financial advisor, *nunc pro tunc* to March 12, 2019; and upon the Declaration of David MacGreevey (the “MacGreevey Declaration”), which

¹ The last four digits of Debtor, Windstream Holdings, Inc.’s tax identification number is 7717. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, 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’ proposed 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 Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

is annexed to the Application; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these cases and the Application in this district are proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and it appearing that AlixPartners is “disinterested” and eligible for retention pursuant to sections 101(14) and 328(c) of the Bankruptcy Code, the terms of the engagement pursuant to the Engagement Letter and as modified herein, are reasonable and appropriate and this Court having determined that the relief requested in the Application is in the best interests of the Committee; and after due deliberation, and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is APPROVED solely to the extent set forth herein.
2. In accordance with sections 328(a) and 1103 of the Bankruptcy Code, the Committee is authorized to employ and retain AlixPartners as its financial advisor in connection with these chapter 11 cases *nunc pro tunc* to March 12, 2019, under the terms and for the purposes set forth and as requested in the Application, the MacGreevey Declaration and the Engagement Letter, as modified herein.
3. AlixPartners is authorized to perform the services enumerated in the Application, the MacGreevey Declaration and the Engagement Letter. The terms of the Engagement Letter, as modified in this order, are approved, and the Debtors shall be bound by such terms. AlixPartners shall be compensated for the services identified in the Application, the MacGreevey Declaration and the Engagement Letter and reimbursed for out-of-pocket expenses incurred in connection with such services, pursuant to section 328(a) of the Bankruptcy Code.

4. AlixPartners' fees for services will be based on AlixPartners' standard hourly rates, plus reasonable and necessary expenses, as set forth in the Application, the MacGreevey Declaration and the Engagement Letter. AlixPartners shall be compensated in accordance with and will file reports of compensation earned and expenses incurred on a monthly basis (the "Monthly Statements"), as well as interim and final fee applications for allowance of its compensation and expenses in accordance with the *United States Trustee Fee Guidelines, effective January 30, 1996* (the "Fee Guidelines"), and the Interim Compensation Procedures Order, and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Local Guidelines.

5. Notwithstanding anything to the contrary in the Engagement Letter, the Application or the MacGreevey Declaration, the Debtors are authorized to indemnify and hold harmless AlixPartners and its affiliates, their respective directors, officers, agents, employees and controlling persons, and each of their respective successors and assigns (collectively, the "Indemnified Persons"), subject to the following conditions:

- a) all requests of Indemnified Persons (as defined in the Engagement Letter) for the payment of indemnity, contribution or otherwise pursuant to the Engagement Letter during the pendency of these chapter 11 cases shall be made by means of interim and final fee applications filed in accordance with the Bankruptcy Code, the Local Rules, and any order establishing compensation procedures in these cases, and shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Engagement Letter, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines and the orders of this Court provided, however, that in no event shall any Indemnified Person be indemnified or receive contribution in the case of its own willful misconduct, gross negligence, breach of fiduciary duty, self-dealing and/or bad faith; and
- b) in no event shall any Indemnified Person be indemnified or entitled to contribution if the Debtors, or a representative of the estate, their estates, or the Committee asserts a claim for, and the Court determines by final order that such claim arose out of willful misconduct, gross negligence, breach of fiduciary duty, self-dealing and/or bad faith on the part of that or any other Indemnified Persons; and

c) in the event that an Indemnified Person seeks reimbursement for attorneys' fees and expenses from the Debtors in connection with the payment of an indemnity claim pursuant to the Engagement Letter, the invoices and supporting time records from such attorneys shall be annexed to AlixPartners' own Monthly Statements, interim and final fee applications, and such invoices and time records shall be subject to the Fee Guidelines for compensation and reimbursement of expenses and the approval of the Court without regard to whether such professional has been retained under sections 327 or 1103 of the Bankruptcy Code and without regard to whether such professional's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

6. Notwithstanding anything to the contrary in the Engagement Letter, AlixPartners' liability, including but not limited to lost profits, consequential, indirect, punitive, exemplary or special damages, arising in tort, contract or otherwise, shall not be limited in the case of AlixPartners' own willful misconduct, gross negligence, breach of fiduciary duty, self-dealing and/or bad faith.

7. The Committee and AlixPartners are authorized and empowered to take all necessary actions to implement the relief granted in this Order.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to this Order or AlixPartners' services for the Committee.

9. To the extent there is an inconsistency between this Order, the Engagement Letter and the Application, the terms of this Order shall govern.

10. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

Dated: _____, 2019
New York, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

MacGreevey Declaration

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

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No.: 19-22313 (RDD)

(Jointly Administered)

**DECLARATION OF DAVID MACGREEVEY IN SUPPORT OF THE
APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF WINDSTREAM HOLDINGS, INC., ET AL., FOR ENTRY
OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF ALIXPARTNERS, LLP AS ITS FINANCIAL ADVISOR *NUNC PRO TUNC* TO
MARCH 12, 2019**

Under 28 U.S.C. § 1746, I, David MacGreevey, declare as follows under the penalty of perjury:

1. I am a managing director of AlixPartners, LLP (“AlixPartners” or the “Firm”), which has a principal place of business at 909 Third Avenue, Floor 30, New York, New York 10022.

2. Except as otherwise noted,² I have personal knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein.

¹ The last four digits of Debtor, Windstream Holdings, Inc.’s tax identification number is 7717. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, 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’ proposed 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 Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at AlixPartners and are based on information provided by them.

3. This Declaration is being submitted in support of the application (the “Application”)³ filed in connection with the proposed retention of AlixPartners as financial advisor for the Official Committee of the Unsecured Creditors (the “Committee”) appointed in the chapter 11 cases of Windstream Holdings, Inc., et al. (the “Debtors”).

4. No previous application for the relief requested herein has been made to this or any other Court.

5. On March 12, 2019, pursuant to Bankruptcy Code section 1102, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the Committee, and on March 12, 2019, the Committee selected AlixPartners as its financial advisor with respect to the Debtors’ chapter 11 cases, subject to Court approval.

6. AlixPartners was requested to and began immediately to provide assistance to the Committee as of March 12, 2019.

7. AlixPartners has begun to provide assistance, as agreed, to the Committee in accordance with the terms and conditions set forth in this Declaration, the Application, and the Engagement Letter, which is appended to the Application as Exhibit C and is incorporated herein by reference.

ALIXPARTNERS’ QUALIFICATIONS

8. AlixPartners is an internationally recognized restructuring and turnaround firm that has a wealth of experience in providing financial advisory services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

9. AlixPartners is well qualified to serve as a financial advisor to the Committee. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' chapter 11 cases. Its professionals have provided restructuring or crisis management services in numerous large cases, including recent filings in this district. See, e.g., *In re Aegean Marine Petroleum Network Inc.*, Case No. 18-13374 (MEW) (Bankr. S.D.N.Y. Nov. 6, 2018); *In re Pacific Drilling S.A.*, Case No. 17-13193 (MEW) (Bankr. S.D.N.Y. Dec. 14, 2017); *In re CGG Holdings (U.S.) Inc.*, Case No. 17-11637 (MG) (Bankr. S.D.N.Y. July 14, 2017); *In re Westinghouse Electric Company, LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. June 6, 2017); *In re BCBG Max Azria Global Holdings*, Case No. 17-10466 (SCC) (Bankr. S.D.N.Y. Mar. 29, 2017); *In re Ultrapetrol (Bahamas) Limited*, Case No. 17-22168 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2017); *In re Primorsk International Shipping Limited*, Case No. 16-10073 (MG) (Bankr. S.D.N.Y. Feb. 18, 2016); *In re SIGA Technologies, Inc.*, Case No. 14-12623 (SHL) (Bankr. S.D.N.Y. Nov. 14, 2014); *In re Nautilus Holdings, Ltd.*, Case No. 14-22885 (RDD) (Bankr. S.D.N.Y. July 14, 2014); *In re MPM Silicones, LLC*, Case No. 14-22503 (RDD) (Bankr. S.D.N.Y. May 16, 2014); *In re Patriot Coal Corp.*, Case No. 12-12900 (SCC) (Bankr. S.D.N.Y. Aug. 16, 2012); *In re Residential Capital, LLC*, Case No. 12-12020 (MG) (Bankr. S.D.N.Y. Aug. 10, 2012); *In re Eastman Kodak Co.*, Case No. 12-10202 (ALG) (Bankr. S.D.N.Y. Feb. 28, 2012); *In re TBS Shipping Servs., Inc.*, Case No. 12-22224 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2012); *In re United Retail Grp, Inc.*, Case No. 12-10405 (SMB) (Bankr. S.D.N.Y. Feb. 23, 2012); *In re Borders Grp., Inc.*, Case No. 11-10614 (MG) (Bankr. S.D.N.Y. Mar. 16, 2011); *In re Innkeepers USA Trust*, Case No. 10-13800 (SCC) (Bankr. S.D.N.Y. Aug. 12, 2010).

10. AlixPartners has a wealth of experience in providing financial advisory services in restructurings and reorganizations across the United States and has exemplary qualifications to perform the services required by the Committee in these cases. AlixPartners is able to represent the Committee in a cost-effective, efficient and timely manner and has been performing such services since the Retention Date.

11. I, David MacGreevey, the managing director who will be responsible for this engagement, have 20 years of professional experience advising stakeholders on strategic transactions, including restructuring, M&A and capital raises. I have advised committees, management teams, boards of directors and investors on over 70 complex transactions across a variety of industries. I am a graduate of the University of Richmond and a Certified Insolvency and Restructuring Advisor.

SCOPE OF SERVICES

12. AlixPartners has begun to provide assistance to the Committee in accordance with the terms and conditions set forth in this Declaration and in the Engagement Letter.

13. AlixPartners will work closely with Morrison Foerster LLP (“MoFo”) and Perella Weinberg Partners (“PWP”) to ensure that there will be no duplication of efforts or unnecessary overlap in the services to be provided by AlixPartners and those that have been provided or which will be provided by the Committee’s other professionals. It is presently anticipated that AlixPartners will provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners may perform is as follows:

- Review and evaluate the Debtors’ current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Debtors’ cash management, tax sharing and intercompany accounting systems, practices and procedures.

- Review and investigate: (i) related party transactions, including those between the Debtors and non-Debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other pre-petition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Debtors' estates may hold against third parties, including each other.
- Analyze the Debtors' assets and claims, and assess potential recoveries to the various creditor constituencies under different scenarios.
- Support the Committee's investment banker's evaluation of proposed asset sales, as required.
- Assist in the development and/or review of the Debtors' plan of reorganization and disclosure statement.
- Review and evaluate court motions filed or to be filed by the Debtors or any other parties-in-interest, as appropriate.
- Render expert testimony and litigation support services, including e-discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and court hearings as may be required in the role of advisors to the Committee.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

14. AlixPartners' decision to accept this engagement to advise and assist the Committee is contingent upon its ability to be retained in accordance with the terms and conditions of employment set forth in the Engagement Letter, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, including any indemnification provisions outlined in the Engagement Letter, as modified by the Proposed Order to comply with the practices and requirements of this Court.

TERMS OF RETENTION AND COMPENSATION

15. AlixPartners is not owed any amounts with respect to prepetition fees and expenses in connection with these cases.

16. This Declaration and the Engagement Letter set forth the terms and conditions of AlixPartners' employment, its staffing and approach, and its billing practices. AlixPartners has requested that the Committee seek this Court's approval of such matters with the filing of this Application.

17. AlixPartners charges fees based on actual hours expended to perform its services at standard hourly rates established for each employee, as adjusted annually. It is the customary practice of AlixPartners to bill clients for travel time consistent with guidelines of the jurisdiction. For this jurisdiction, therefore, AlixPartners will apply a 50% discount rate to non-working travel time billed. Fees reflect economies resulting from the use of paraprofessional and support personnel to develop schedules and analyses, input computer data, perform research, work on fee applications, and other activities necessary to the efficient administration of a case. AlixPartners does not include support services in the Firm's overhead for the purpose of establishing billing rates. Billing rates are generally representative of prevailing market rates, as awarded by other courts in similar circumstances, based on the customary compensation charged by comparably skilled practitioners in bankruptcy and non-bankruptcy engagements. Subject to this Court's approval, and as described in the MacGreevey Declaration and Engagement Letter, the Committee requests that AlixPartners be entitled to receive compensation at its normal hourly rates.

18. AlixPartners will also maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these

chapter 11 cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Committee.

19. AlixPartners does not seek a success fee in connection with this engagement.

20. AlixPartners' current standard hourly rates for 2019, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Managing Director	\$990 – \$1,165
Director	\$775 – \$945
Senior Vice President	\$615 – \$725
Vice President	\$440 – \$600
Consultant	\$160 – \$435
Paraprofessional	\$285 – \$305

21. AlixPartners reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

22. In addition to compensation for professional services rendered by AlixPartners' personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these chapter 11 cases, including transportation costs, lodging, and meals. Except as follows, all expenses will be billed at actual cost, exclusive of amortization of the cost of any investment, equipment or capital outlay: (i) internal charges for outgoing out-of-town facsimile transmissions will be billed at \$1.00 per page for domestic transmissions and \$2.50 per

page for foreign transmissions, and (ii) internal photocopy charges will be billed at \$.10 per page.

23. To the extent AlixPartners requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

24. To the extent AlixPartners uses the services of independent contractors (the “Contractors”) in these chapter 11 cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

25. AlixPartners intends to apply to the Court for allowance of compensation and reimbursement of expenses, including on a monthly, interim and final basis, pursuant to 11 U.S.C. § 330, Bankruptcy Rule 2016, Local Rule 2016-1, the *Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York*, updated June 17, 2013 (the “Local Guidelines”), the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals* [Docket No. 374] (the “Interim Compensation Procedures Order”), and any other applicable orders of the Court or provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

26. None of MoFo, PWP, the members of the Committee, nor any of their agents are or shall be responsible for the payment of AlixPartners’ fees and costs arising out of the engagement described and referenced herein, regardless of whether or not AlixPartners is paid in full from the Debtors’ estates.

27. AlixPartners negotiated the terms and conditions of the Engagement Letter at arm's length and in good faith. Notwithstanding anything to the contrary in the Engagement Letter, AlixPartners has agreed to certain modifications to its standard indemnification and limitations on liability provisions as reflected in the Proposed Order attached to the Application as Exhibit A. The Committee and AlixPartners believe that the indemnification language proposed therein complies with this Court's requirements for similar engagements of other professionals in these chapter 11 cases. AlixPartners has been retained with similar or more expanded indemnification language in other representations in this district and other jurisdictions.

AlixPartners' Disinterestedness

28. In connection with its proposed retention by the Committee in these chapter 11 cases, AlixPartners undertook a lengthy review to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent any other entity having an adverse interest in connection with these chapter 11 cases. Specifically, AlixPartners obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases ("Potential Parties in Interest"). Such parties are listed on Schedule 1 attached hereto. A search was performed for connections to the Potential Parties in Interest as to AlixPartners Holdings, LLP ("Holdings"), AlixPartners' parent company, and each of AlixPartners Holdings' U.S. and non-U.S. subsidiary affiliates. Results are disclosed for connections to Potential-Parties-in-Interest. In addition, an email is sent to all of their professionals inquiring of any potential connections.

29. Based on that review, AlixPartners represents that, to the best of its knowledge, AlixPartners knows of no fact or situation that would represent a conflict of interest for

AlixPartners with regard to these chapter 11 cases. Unless otherwise noted, references to AP in the disclosures below collectively refer to AlixPartners, Holdings, and each of their subsidiary affiliates. AlixPartners wishes to disclose the following:

- AlixPartners is a wholly owned subsidiary of Holdings (together with AlixPartners, “AP”). The equity capital of Holdings is owned individually by: (i) the Managing Directors of AlixPartners; (ii) Lakeview Capital Holdings, Inc., the Jay Alix Living Trust and other affiliates of Jay Alix (collectively the “Lakeview Parties”); (iii) affiliates of each of (a) Caisse de dépôt et placement du Québec (“CDPQ”), (b) Investcorp Bank B.S.C. (“IVC”), and (c) Public Sector Pension Investment Board (“PSP Investments”); and (iv) other individuals and trusts. Neither CDPQ, nor IVC, nor the Lakeview Parties, nor PSP Investments (collectively, the “Investors”), nor any Managing Director, other individual or trust separately owns a majority of the equity capital of Holdings directly or indirectly or separately controls the Boards of either Holdings or AlixPartners. None of the Investors own any of the bank or other debt of AlixPartners.

CDPQ is an institutional investor that manages funds primarily on behalf of a number of Quebec-based public pension and insurance plans. As one of Canada’s leading institutional fund managers, CDPQ invests globally in major financial markets, private equity, infrastructure and real estate.

Investcorp is a leading global provider and manager of alternative investment products.

The Lakeview Parties and related entities are entities owned or controlled by Jay Alix that, among other things, make investments on behalf of Mr. Alix and his family.

PSP Investments is a Canadian Crown corporation established in 1999 to manage employer and employee contributions made after April 1, 2000 to the Canadian Federal Public Service, the Canadian Forces and the Royal Canadian Mounted Police pension funds. It is also responsible for contributions made after March 1, 2007 to the Canadian Reserve Force Pension Fund. PSP Investments manages a diversified global portfolio composed of investments in public financial markets, private equity, infrastructure, natural resources, real estate and private debt.

Designees of the Investors or their subsidiaries serve as some of the members of the Boards of Directors of each of AlixPartners and Holdings (collectively, the “Boards”). In addition to their investments in Holdings, all of the Investors have substantial investments unrelated to AP. Accordingly, as a precautionary matter, AP maintains information barriers designed to prevent confidential client information, including the names of clients likely to be involved in reorganization proceedings under the Bankruptcy Code, from being shared with the Investors or their designees on the Boards.

To that end, no material nonpublic information about the Debtors has been or will be furnished by AP to the Investors, the InvestCos (as defined below) or their Board

designees, and AP will continue to abide by its confidentiality obligations to the Debtors. AP operates independently of the Investor Conflicts Parties (as defined below), and does not share employees, officers or other management with any such Investor Conflicts Parties (as defined below). AP and each of the Investor Conflicts Parties have separate offices in separate buildings, use separate Internet email addresses, and do not otherwise share IT systems. No personnel of the Investor Conflicts Parties work on AlixPartners client matters or have access to AlixPartners client information or client files or client personnel. No AP executive or employee is a director, officer or employee of any Investor. Each Investor is governed by its own board of directors or similar body and managed by its own management team. Each Investor is independent of each other Investor.

AlixPartners has searched the names of the Debtors and the list of Potential Parties in Interest against the names of (i) the Investors, (ii) the subsidiaries of the Investors that either hold a direct position in Holdings or hold a direct position in the entity that holds a direct position in Holdings (collectively, the “InvestCos”), and (iii) the subsidiaries of the Investors that hold, directly or indirectly, positions in the respective InvestCos. In addition, AlixPartners has searched and/or will request each Investor to search the names of the Debtors against the companies that the InvestCos have a direct greater than 10% investment in (collectively, with (i) – (iii) the “Investor Conflicts Parties”). AlixPartners has determined, to the best of its knowledge based solely on that search, that there are no connections with the Investor Conflicts Parties that require disclosure other than as noted herein. Because of the information barriers described above, the sheer size of the investment portfolios of the Investor Conflicts Parties, and any applicable securities laws, prior to the Petition Date, AlixPartners was unable to further investigate any potential or actual connections between the Investor Conflicts Parties and the Debtors and the Potential Parties in Interest. To the extent any potential or actual connections are discovered after the Petition Date, if there exists a material connection, AlixPartners will promptly supplement this disclosure. Notwithstanding the foregoing, AlixPartners’ conflicts check did not and will not extend to entities owned by mutual funds in which an Investor Conflicts Party has an interest; entities owned by separate accounts managed by non-affiliates for an Investor Conflicts Party; entities owned by private equity funds in which an Investor Conflicts Party has a limited partnership interest managed by non-affiliates (even though the particular Investor Party may be represented on the limited partner advisory board or investor committee and even though the particular Investor Conflicts Party may have a passive interest in the general partner); entities where any of the Investor Conflicts Parties serves as general partner or investment manager holding interests representing, directly or indirectly, 10% or less. Nor does it or will it necessarily include indirect investments, such as businesses owned or investments made by an Investor Conflicts Party’s portfolio company(ies), or passive investments held or managed by any of the Investor Conflicts Parties. In addition, because of the sheer size of the investments of the Investors and their respective affiliates and subsidiaries, except as described herein, AlixPartners’ conflicts check did not and it will not necessarily include any other affiliates or subsidiaries owned, directly or indirectly, by each Investor, or any investments made by

such other affiliates or subsidiaries, nor will it include, to the extent applicable, any depositors of the Investors.

Although AlixPartners has performed a conflicts check of the Investor Conflicts Parties as set forth above, as a result of, among other things, the sheer size of the investments of the Investor Conflicts Parties, one or more of the Investor Conflicts Parties may, in the ordinary course and from time to time, hold, control and/or manage loans to, or investments in, the Debtors and/or Potential Parties in Interest and/or may trade debt and/or equity securities in the Debtors and/or Potential Parties in Interest. In addition, one or more of the Investor Conflicts Parties may also have had, currently have, or may in the future have business relationships or other connections with the Debtors or other Potential Parties in Interest. To the extent AlixPartners learns of material business relationships or other material connections that are not included herein, AlixPartners will promptly file a supplemental disclosure.

Other than as specifically noted herein, AlixPartners has not undertaken to determine the existence, nature, and/or full scope of any business relationships or connections that the Investor Conflicts Parties may have with the Potential Parties in Interest, the Debtors and their affiliates, or these chapter 11 cases.

Further, AlixPartners may have had, currently have or may in the future have business relationships with, among other entities, portfolio companies of the Investors and portfolio companies of private equity funds in which they are limited partners, in matters unrelated to the Debtors or their affiliates in these chapter 11 cases. Based on, among other things, the business separation between each of the Investor Conflict Parties and AlixPartners, the contractual client confidentiality obligations of AlixPartners and the information barriers referred to above, AlixPartners believes that it does not hold or represent an interest adverse to the estate with respect to the engagement.

- None of the Potential Parties in Interest account for more than 1.7% of AP's revenue within the past twelve (12) months.
- ACE American Insurance Company, an insurance provider to the Debtors, and affiliates ("ACE") are adverse litigation parties, creditors, customers, insurance providers, investors, lenders, litigation parties, bondholders, material contract parties, parent companies and vendors to current and former AP clients in matters unrelated to the Debtors. ACE is a current AP client in matters unrelated to the Debtors. ACE is an insurance provider to AP.
- AIG Global Real Estate, an insurance provider to the Debtors, and affiliates ("AIG") are adverse parties, adverse litigation parties, bondholders, creditors, customers, director-affiliated companies, insurance providers, lenders, litigation parties, material contract parties, noteholders and vendors to current and former AP clients in matters unrelated to the Debtors. AIG is a current and former AP client in matters unrelated to the Debtors. AIG is a former employer of a current AP employee.

- Alcatel-Lucent, a vendor to the Debtors, and affiliates (“Alcatel”) are adverse litigation parties, litigation parties and related parties to current and former AP clients in matters unrelated to the Debtors. Alcatel is a former employer of current AP employees.
- Allied Universal Security Services, a vendor to the Debtors, and affiliates (“Allied Universal”) professionals to a current AP client in matters unrelated to the Debtors.
- Allied World Assurance and Allied World Assurance Company Holdings, insurance providers to the Debtors, and affiliates (“Allied”) are insurance providers, lenders, material contract parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Allied World is a vendor to AP.
- Altec Capital Services LLC, a vendor to the Debtors, and affiliates are former employers to current AP employees.
- Alvarez & Marsal, a professional in this bankruptcy matter, and affiliates (“A&M”) are professionals, vendors, litigation parties, adverse parties, and related parties to current and former AP clients in matters unrelated to the Debtors. A&M is a former employer of current AP employees.
- Amazon Web Services, Inc., a vendor to the Debtors, and affiliates (“Amazon”) are adverse parties, adverse litigation parties, creditors, litigation parties, material contract parties, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Amazon is a current AP client in matters unrelated to the Debtors. Amazon is a former employer of current AP employees.
- Ameren Corp., a vendor and equity holder to the Debtors, and affiliates (“Ameren”) are litigation parties, related parties, creditors, vendors, and material contract parties to current and former AP clients in matters unrelated to the Debtors. Ameren is a former AP client in matters unrelated to the Debtors.
- American Electric Power, a vendor to the Debtors, and affiliates are bondholders, creditors, litigation parties, material contract parties, related parties and vendors to current and former AP clients in matters unrelated to the Debtors.
- Aspen Insurance, an insurance provider to the Debtors, and affiliates (“Aspen”) are adverse litigation parties, associated companies, bondholders, shareholders, lenders, litigation parties and insurers to current and former AlixPartners clients in matters unrelated to the Debtors. Aspen is a former AP client in matters unrelated to the Debtors. Aspen is an insurance provider to AP.
- AT&T Services Inc., AT&T, AT&T Corp., AT&T Inc., and AT&T Pro Cabs, creditors and vendors to the Debtors and members of the UCC in this bankruptcy matter, and affiliates (“AT&T”) are creditors, adverse parties, director-affiliated companies, material contract parties, lessees, vendors, litigation parties, customers, joint venture entities, related parties and shareholders to current and former AP clients in matters unrelated to the

Debtors. AT&T is a current and former AP client in matters unrelated to the Debtors. AT&T is a former employer of current AP employees. AT&T is a vendor to AP.

- Atlassian Pty Ltd., a vendor to the Debtors, and affiliates are AP clients in matters unrelated to the Debtors. Atlassian is a vendor to AP.
- Aurelius Capital Management, LP, a bondholder to the Debtors, and affiliates are adverse parties, associated companies, adverse litigation parties, bondholders, creditors, investors, lenders and parent companies to current and former AP clients in matters unrelated to the Debtors.
- Avalara, Inc., a vendor to the Debtors, and affiliates are creditors and professionals to current and former AP clients in matters unrelated to the Debtors.
- Avaya Inc. and Catalyst Avaya Heritage, vendors to the Debtors, and affiliates (“Avaya”) are affiliates, associated companies, bondholders, creditors, customers, litigation parties, material contract parties, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Avaya is a current AP client in matters unrelated to the Debtors. Avaya is a former employer of current AP employees. Avaya is an employer to a former AP employee.
- AXA XL Insurance, an insurance provider to the Debtors, and affiliates (“AXA”) are adverse litigation parties, shareholders, lenders, bondholders, insurance providers, adverse parties, related parties, material contract parties, vendors, litigation parties, lessors and complex financial institutions to current and former AP clients in matters unrelated to the Debtors. AXA is a former employer of current AP employees. AXA is an insurance provider to AP.
- AXIS Insurance Company, an insurance provider to the Debtors, and affiliates (“AXIS”) are material contract parties, insurance providers, creditors, and vendors to current and former AP clients in matters unrelated to the Debtors. Axis is a current AP client in matters unrelated to the Debtors. Axis is an insurance provider to AP.
- Bank of America Corp. and Bank of America Merrill Lynch (US), equity holders and vendors to the Debtors, and affiliates (“Bank of America”) are adverse parties, adverse litigation parties, bondholders, complex financial institution, creditors, customers, indenture trustees, investors, lenders, lessees, lessors, litigation parties, material contract parties, noteholders, professionals, related parties, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors. Bank of America is a current and former AP clients in matters unrelated to the Debtors. Bank of America is a former employers of current AP employees. Bank of America is a vendor to AP.
- Barclays Capital Inc., an equity holder to the Debtors, and affiliates (“Barclays”) are creditors, customers, shareholders, adverse parties, associated companies, litigation parties, material contract parties, indenture trustees, investors, lenders, financial advisors, professionals, vendors, noteholders, adverse litigation parties, lienholders and bondholders

to current and former AP clients in matters unrelated to the Debtors. Barclays is a current and former AP client in matters unrelated to the Debtors. Barclays is a member of the UCC represented by AP in LBI Media, Inc., a bankruptcy matter unrelated to the Debtors. Barclays is a former employer of current AP employees.

- Beazley Group, an insurance provider to the Debtors, and affiliates (“Beazley”) are insurance providers and adverse parties to current and former AP clients in matters unrelated to the Debtors. Beazley is an insurance provider to AP.
- Bellsouth LLC and Bellsouth Pro Cabs, creditors and vendors to the Debtors, and affiliates (“Bell”) are creditors and vendors to current and former AP clients in matters unrelated to the Debtors. Bell Canada is a former employer of a current AP employee. Bell South is an AP vendor.
- Blackrock Financial Management Inc., Blackrock Investment Management LLC and Blackrock Institutional Trust Company, N.A., equity holders to the Debtors, and affiliates (“Blackrock”) are bondholders, creditors, lenders, lessors, lienholders, material contract parties, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. BlackRock is a current and former AP client in matters unrelated to the Debtors. BlackRock is a former employer of current AP employees.
- BlueMountain Capital Management LLC, an equity holder to the Debtors, and affiliates are adverse parties, bondholders, creditors, lenders, litigation parties, noteholders, shareholders and professionals to current and former AP clients in matters unrelated to the Debtors.
- BNY Mellon Asset Management and Mellon Investments Corp., equity holders to the Debtors, and affiliates (“BNY”) are adverse litigation parties, lenders, bondholders, shareholders, creditors, litigation parties, material contract counterparties, trustees, noteholders, shareholders, adverse parties, lessors, vendors and indenture trustees to current and former AP clients in matters unrelated to the Debtors. BNY is a current and former AP client in matters unrelated to the Debtors. BNY is a former employer of a current AP employee.
- Brigade Capital Management LP, equity holders, banks, lenders and UCC Search Parties to the Debtors, and affiliates are investors, shareholders, bondholders, lenders, creditors, noteholders, litigation parties and related parties to current and former AP clients in matters unrelated to the Debtors.
- Bond Schoeneck & King PLLC, a vendor to the Debtors, and affiliates are creditors, professionals and related parties to current and former AP clients in matters unrelated to the Debtors.
- Cablevision Lightpath Inc., a vendor to the Debtors, and affiliates (“Cablevision”) are customers, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Cablevision is a vendor to AP.

- California Public Employees' Retirement, an equity holder to the Debtors, is a bondholders, creditor, lender, lessor, shareholder and material contract party to current and former AP clients in matters unrelated to the Debtors.
- California State Teachers' Retirement System, an equity holder to the Debtors, is a bondholder, creditor, lender, lessor, material contract party and related parties to current and former AP clients in matters unrelated to the Debtors
- Capgemini US LLC, a vendor to the Debtors, and affiliates ("Capgemini") are creditors, vendors, lessors and material contract parties to current and former AP clients in matters unrelated to the Debtors. CapGemini is a former employer of current AP employees.
- Careerbuilder, LLC, a vendor to the Debtors, and affiliates ("Careerbuilder") are creditors, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Careerbuilder is a former employer of current AP employees.
- CBRE, Inc., CBRE Group Inc. and CBRE Inc. (3rd Party Funding Acct), creditors and vendors to the Debtors, and affiliates ("CBRE") are lenders, lessors, professionals, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. CBRE is a current and former AP client in matters unrelated to the Debtors. CBRE is a former employer of current AP employees. CBRE is a vendor to AP.
- Centurylink Inc. and Centurylink Communications, LLC a creditor to the Debtors, and affiliates ("Centurylink") are creditors, customers, lenders, professionals, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. CenturyLink is a vendor to AP.
- Charles Schwab Investment Management Inc., an equity holder to the Debtors, and affiliates are bondholder, creditor, lender, adverse litigation party and shareholder, to current and former AP clients in matters unrelated to the Debtor. Charles Schwab is a vendor to AP.
- Charter Communications Inc. and Charter Fiberlink LLC, creditors and vendors to the Debtors, and affiliates ("Charter") are creditors, customers, litigation parties and vendors to current and former AP clients in matters unrelated to the Debtor. Charter is a current AP client in matters unrelated to the Debtor.
- China Telecom (Americas) Corp., a vendor to the Debtor, and affiliates ("China Telecom") are vendors to current AP clients in matters unrelated to the Debtors. China Telecom is a vendor to AP.
- Chubb, an insurance provider to the Debtors, and affiliates ("Chubb") are creditors, lenders, investors, insurance providers, bondholders, vendors, related parties, and material contract parties to current and former AP clients in matters unrelated to the Debtors.

Chubb is a current AP client in matters unrelated to the Debtors. Chubb is an insurance provider to AP.

- Citadel Enterprise Americas LLC, an equity holder to the Debtors, and affiliates (“Citadel”) are creditors, litigation parties, material contract parties, shareholders and vendors to a current AP client in matters unrelated to the Debtors. Citadel is a former employer to current AP employees.
- Clearfield Inc., a vendor to the Debtors, and affiliates (“Clearfield”) are affiliates and vendors to current AP clients in matters unrelated to the Debtors. Clearfield is a current AP client in matters unrelated to the Debtors.
- Cisco Systems Capital Corp., a vendor to the Debtors, and affiliates (“Cisco”) are lenders, lienholders, bondholders, material contract parties, related parties, professionals, vendors, adverse parties and creditors to current and former AP clients in matters unrelated to the Debtors. Cisco is a former employer of current AP employees. Cisco is a vendor to AP.
- Citibank, a bank lender and UCC search party to the Debtors, and affiliates (“Citi”) are creditors, banking service providers, lenders, vendors, bondholders, customers, investors, director-affiliated companies, joint venture entities, shareholders, related parties, adverse parties, litigation parties, associated companies, indenture trustees, professionals and lessors to current and former AP clients in matters unrelated to the Debtors. Citi is a current and former AP client in matters unrelated to the Debtors. Citi is a former employer of current AP employees.
- CNA, an insurance provider to the Debtors, and affiliates (“CNA”) are adverse litigation parties, bondholders, creditors, litigation parties, customers, insurance providers, lenders, related parties, subsidiaries, and adverse parties to current and former AP clients in matters unrelated to the Debtors. CNA is a former employer of a current AP employee.
- Comcast Corp. and Comcast Phone LLC, creditors and vendors to the Debtors, and affiliates (“Comcast”) are adverse parties, creditors, customers, director-affiliated companies, litigation parties, professionals, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Comcast is a former AP client in matters unrelated to the Debtors. Comcast is a former employer of current AP employees. Comcast is a vendor to AP.
- Commerce Bank, a bank lender and UCC search party to the Debtors, and affiliates are creditors, lenders and shareholders to current and former AP client in matters unrelated to the Debtors.
- Cox Communications Inc. and Cox Media Group, creditors and vendors to the Debtors, and affiliates (“Cox”) are creditors, related parties, material contract parties, adverse parties, customers and vendors to current and former AP clients in matters unrelated to the Debtors. Cox is a current AP client in matters unrelated to the Debtors.

- Credit Suisse Securities (USA) LLC, an equity holder to the Debtors, and affiliates (“Credit Suisse”) are adverse litigation parties, lenders, customers, creditors, investors, lienholders, bondholders, shareholders, limited partners, adverse parties, litigation parties, material contract parties, associated companies, related parties, indenture trustees, vendors, financial advisors, noteholders and professionals to current and former AP clients in matters unrelated to the Debtors. Credit Suisse is a current and former AP client in matters unrelated to the Debtors. Credit Suisse is a former employer of current AP employees.
- Crestmark Equipment Finance Inc., a vendor to the Debtors, and affiliates (“Crestmark”) are related parties and vendors to current AP clients in matters unrelated to the Debtors. Crestmark is a current AP client in matters unrelated to the Debtors.
- Crown Castle Fiber LLC and Crown Castle USA Inc., members of a UCC in this bankruptcy matter and vendors to the Debtors, and affiliates (“Crown Castle”) are vendors to current AP clients in matters unrelated to the Debtors. Crown Castle is a current AP client in matters unrelated to the Debtors.
- CSL National, LP, a contract counterparty to the Debtors, and affiliates (“CSL”) are adverse litigation parties, associated companies and customers to current AP clients in matters unrelated to the Debtors. CSL is a vendor to AP.
- CTC Communications Corp. and CTC Communications of Virginia, Inc., entities and affiliates to the Debtors, and affiliates (“CTC”) are lessors and material contract parties to current and former AP clients in matters unrelated to the Debtors. CTC is a current AP client in matters unrelated to the Debtors.
- Datatrend Technologies, Inc., a vendor to the Debtors, and affiliates are professionals and related parties to current AP clients in matters unrelated to the Debtors.
- Davis Polk & Wardwell LLP, a professional in this bankruptcy matter, and affiliates (“Davis Polk”) are creditors, professionals, opposing counsel, material contract parties and client counsel to current and former AP clients in matters unrelated to the Debtors. Davis Polk is a current AP client in matters unrelated to the Debtors.
- D.E. Shaw & Co. LP, an equity holder to the Debtors, and affiliates (“D.E. Shaw”) are lenders, bondholders, associated companies, creditors, material contract parties, parent companies, related parties and shareholders to former AP clients in matters unrelated to the Debtors. D.E. Shaw is a current and former AP client in matters unrelated to the Debtors. D.E. Shaw is a former employer of a current AP employee.
- Dell Computer Corp and Dell EMC, vendors and equity holders to the Debtors, and affiliates (“Dell”) are lenders, vendors, creditors, lienholders, bondholders, sellers, material contract parties, litigation parties and related parties to current and former AP clients in matters unrelated to the Debtors. Dell is a current AP client in matters unrelated to the Debtors. Dell is a former employer of a current AP employee. Dell is a vendor to AP.

- Deutsche Asset Management (UK) Ltd. and Deutsche Asset Management Americas, equity holders to the Debtors, and affiliates (“Deutsche”) are adverse litigation parties, adverse parties, associated companies, bondholders, creditors, customers, indenture trustees, investors, lenders, lessors, lienholders, litigation parties, limited partners, material contract parties, professionals, related parties, shareholders, trustees and vendors to current and former AP clients in matters unrelated to the Debtors. Deutsche is a current and former AP client in matters unrelated to the Debtors. Deutsche is a former employer of current AP employees. Deutsche is a vendor to AP.
- Diameter Capital Partners LP, a bank lender and UCC Search Party to the Debtors, is a parent company to a current AP client in a matter unrelated to the Debtors.
- Duff & Phelps LLC, a vendor to the Debtors, and affiliates (“Duff”) are material contract parties, professionals, counsel, related parties, and creditors to current and former AP clients in matters unrelated to the Debtors. Duff is a former employer of a current AP employee. Duff is a vendor to AP.
- Duke Energy Corp., creditors and vendors to the Debtors, and affiliates (“Duke”) are creditors, customers, vendors, director-affiliated companies, litigation parties, material contract parties, related parties and adverse parties to current and former AP clients in matters unrelated to the Debtors. Duke is a current AP client in matters unrelated to the Debtors.
- Elliott Management Corp., an equity holder to the Debtors, and affiliates (“Elliott”) are litigation parties, lenders, shareholders, creditors, parent companies, associated companies, related parties and bondholders to current and former AP clients in matters unrelated to the Debtors. Elliott is a current and former AP client in matters unrelated to the Debtors.
- EMC Corporation, a vendor to the Debtors, and affiliates (“EMC”) are adverse parties, vendors, adverse litigation parties, parent companies, related parties and material contract parties, to current and former AlixPartners clients in matters unrelated to the Debtors. EMC is a former employer of current AP employees.
- Endurance Insurance, an insurance provider to the Debtors, and affiliates (“Endurance”) are creditors, insurance providers, litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors. Endurance is a current AP client in matters unrelated to the Debtors.
- Entergy Corp., a vendor to the Debtors, and affiliates (“Entergy”) are creditors, customers, vendors, related parties, director-affiliated companies and material contract parties to current and former AP clients in matters unrelated to the Debtors.
- Equifax Information Svc, a vendor to the Debtors, and affiliates (“Equifax”) are customers, litigation parties, professionals, vendors and material contract parties to current and former AP clients in matters unrelated to the Debtors. Equifax is a current AP client in matters unrelated to the Debtors.

- Equinix, Inc., a creditor and vendor to the Debtors, and affiliates (“Equinix”) are vendors to a current AP client in matters unrelated to the Debtors. Equinix is a current AP client in matters unrelated to the Debtors. Equinix is a vendor to AP.
- Ernst & Young LLP, a vendor to the Debtors, and affiliates (“E&Y”) are professionals, material contract parties, director-affiliated companies, adverse parties, related parties, co-defendants, vendors, creditors, financial advisors, shareholders to current and former AP clients in matters unrelated to the Debtor. E&Y is a current AP client in matters unrelated to the Debtor. E&Y is a former employer of current AP employees. E&Y is a vendor to AP.
- Evercore Group, a professional in this bankruptcy matter, and affiliates are creditors, financial advisors, investors, material contract parties, vendors, and professionals to current and former AP clients in matters unrelated to the Debtors.
- Fedex Corp., a vendor to the Debtors, and affiliates (“Fedex”) are adverse parties, vendors, customers, material contract parties, investors, creditors, and related parties to current and former AP clients in matters unrelated to the Debtors. FedEx is a former employer of a current AP employee. FedEx is a vendor to AP.
- Fifth Third Bank, a bank lender and UCC search party to the Debtors, and affiliates (“Fifth Third”) are bondholders, creditors, lenders, lessors, material contract parties, shareholders, vendors, related parties and professionals to current and former AP clients in matters unrelated to the Debtors. Fifth Third is a current and former AP client in matters unrelated to the Debtors. Fifth Third is a former employer of a current AP employee.
- Fox Sports North, a vendor to the Debtors, and affiliates (“Fox”) are affiliates, customers, lenders, litigation parties, material contract parties, parent companies, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Fox is a current AP client in matters unrelated to the Debtors. Fox is a former employer of current AP employees.
- Frontier Communications Corp. and Frontier Telephone of Rochester Inc., creditors and vendors to the Debtors, and affiliates (“Frontier”) are creditors, material contract parties, related parties, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors. Frontier is a current and former AP client in matters unrelated to the Debtors. Frontier is a former employer to current AP employees.
- Gabelli Funds LLC, an equity holder to the Debtors, and affiliates are shareholders to current AP clients in matters unrelated to the Debtors.
- GE Power Electronics Inc., a vendor to the Debtors, and affiliates (“GE”) are adverse litigation parties, creditors, lenders, lessors, lessees, vendors, customers, lienholders, bondholders, shareholders, insurance providers, professionals, material contract parties, associated companies, director-affiliated companies, joint venture entities, litigation parties,

adverse parties, related parties and parent companies and to current and former AP clients in matters unrelated to the Debtors. GE is a current and former AP client in matters unrelated to the Debtors. GE is a former employer of current AP employees.

- General Dynamics Information Technology, a vendor to the Debtors, and affiliates (“General Dynamics”) are customers, lenders, investors, parent companies, material contract parties, related parties, parent companies, vendors and litigation parties to current and former AP clients in matters unrelated to the Debtors. General Dynamics is a current and former AP client in matters unrelated to the Debtors.
- GlobalLogic Inc., a vendor to the Debtors, and affiliates (“GlobalLogic”) are vendors to current AP clients in matters unrelated to the Debtors. GlobalLogic is a current AP client in matters unrelated to the Debtors.
- Goldman Sachs & Co. Inc., an equity holder to the Debtors, and affiliates (“Goldman Sachs”) are associated companies, lenders, litigation parties, adverse parties, indenture trustees, lessees, lessors, bondholders, professionals, creditors, director-affiliated companies, financial advisors, material contract parties, noteholders, parent companies, investment bankers, investors, joint venture entities, vendors, related parties, adverse litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Goldman Sachs is a current and former AP client in matters unrelated to the Debtors. Goldman Sachs is a former employer of current AP employees.
- Graybar Electric Co. Inc., a vendor to the Debtors, and affiliates are joint venture entities, related parties and vendors to current and former AP clients in matters unrelated to the Debtors.
- Great American Insurance Group, an insurance provider to the Debtors, and affiliates (“Great American”) are adverse litigation parties, associated companies, insurance providers, material contract parties, professionals, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Great American is a former AP client in matters unrelated to the Debtors. Great American is an insurance provider to AP.
- Greenberg Traurig LLP, a vendor to the Debtors, and affiliates (“Greenberg”) are counsel, lessors, litigation parties, professionals, opposing counsel, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Greenberg is a current and former AP client in matters unrelated to the Debtors. Greenberg is a former employer of a current AP employee.
- Hancock Reit Proscenium LLC, a vendor to the Debtors, and affiliates (“Hancock Reit”) are vendors to AP.
- HBK Investments LP, an equity holder, bank lender and UCC search party to the Debtors, and affiliates are creditors, bondholders, related parties, shareholders and lenders to current and former AP clients in matters unrelated to the Debtors.

- Houlihan Lokey Inc., a professional in this bankruptcy matter, and affiliates (“Houlihan”) are professionals, vendors, creditors, related parties, financial advisors, lenders and material contract parties to current and former AP clients in matters unrelated to the Debtor. Houlihan is a former employer of current AP employees. Houlihan is a vendor to AP.
- HSBC, a bank lender and UCC search party to the Debtors, and affiliates (“HSBC”) are adverse litigation parties, lenders, lienholders, banking service provider, creditors, shareholders, bondholders, customers, vendors, material contract parties, financial advisors, professionals, lessors, associated companies, litigation parties, related parties, trustees and adverse parties to current and former AP clients in matters unrelated to the Debtors. HSBC is a current and former AP client in matters unrelated to the Debtors. HSBC is a former employer of current AP employees.
- IBM Corp., a vendor to the Debtors, and affiliates (“IBM”) are adverse litigation parties, customers, lenders, lessors, insurance providers, joint venture entities, litigation parties, vendors, lienholders, bondholders, material contract parties, professionals, related parties, sellers, litigation parties and creditors to current and former AP clients in matters unrelated to the Debtors. IBM is a current and former AP clients in matters unrelated to the Debtors. IBM is a former employer of current AP employees. IBM is a vendor to AP.
- Infinera Corp., creditors and vendors to the Debtors, and affiliates are current AP clients in matters unrelated to the Debtors.
- Insight Direct USA Inc., a vendor to the Debtors, and affiliates (“Insight”) are vendors, creditors, material contract parties, professionals and related parties to current AP clients in matters unrelated to the Debtors. Insight is a current and former AP client in matters unrelated to the Debtors. Insight is a former employer of current AP employees. Insight is a vendor to AP.
- Iron Mountain Information Management LLC, a vendor to the Debtors, and affiliates (“Iron Mountain”) are bondholders, creditors, customers, material contract parties, lessors, professionals, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Iron Mountain is a current and former AP client in matters unrelated to the Debtors. Iron Mountain is a former employer of current AP employees. Iron Mountain is a vendor to AP.
- Jardine Lloyd Thompson Group plc, an insurer to the Debtors, and affiliates are vendors to AP.
- Jefferies LLC, an equity holder to the Debtors, and affiliates (“Jefferies”) are adverse litigation parties, bondholders, creditors, indenture trustees, investors, lenders, lienholders, material contract parties, parent companies, professionals, related parties, shareholders and vendors to current AP clients in matters unrelated to the Debtors. Jefferies is a former employer of current AP employees.

- JLT Insurance, an insurance provider to the Debtors, and affiliates (“JLT”) are insurance providers, material contract parties, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. JLT is a vendor to AP.
- Joele Frank Wilkinson Brimmer Katcher, a professional in this bankruptcy matter, and affiliates (“Joele Frank”) are material contract party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors.
- Johnson Controls International PLC, a vendor to the Debtors and affiliates (“Johnson Controls”) are vendors, creditors, sellers, defendants, related parties, and adverse parties to current and former AP clients in matters unrelated to the Debtors. Johnson Controls is a current and former AP client in matters unrelated to the Debtors. Johnson Controls is a former employer of current AP employees. Johnson Controls is a vendor to AP.
- JPMorgan Chase Bank, NA, JP Morgan Asset Management Inc., JP Morgan Securities LLC, JPMorgan Asset Management (Japan) Ltd. and JPMorgan Private Bank (United States), bank lenders, equity holders and UCC search parties to the Debtors, and affiliates (“JPMorgan”) are shareholders, lienholders, bondholders, adverse parties, litigation parties, lenders, material contract parties, customers, investors, lessors, lessees, indenture trustees, noteholders, banking service providers, vendors, director-affiliated companies, complex financial institutions, professionals, affiliates, adverse litigation parties, related parties and creditors to current and former AP clients in matters unrelated to the Debtors. JPMorgan Chase is a current and former AP client in matters unrelated to the Debtors. JPMorgan Chase is a former employer of current AP employees.
- KBC Group NV, an equity holder to the Debtors, and affiliates (“KBC”) are adverse litigation parties, litigation parties, shareholders, adverse parties, parent companies, lenders and lessors to current and former AP clients in matters unrelated to the Debtors. KBC is former employer of current AP employees.
- KCC LLC, a professional in this bankruptcy matter, and affiliates are professionals, related parties and vendors to current and former AP clients in matters unrelated to the Debtors.
- KCI Telecommunications LLC, a vendor to the Debtors, and affiliates (“KCI”) are creditors, litigation parties and subsidiaries to current and former AP clients in matters unrelated to the Debtors. KCI is a current AP client in matters unrelated to the Debtors.
- Kirkland & Ellis, LLP, a professional in this bankruptcy matter, and affiliates (“K&E”) are counsel, opposing counsel, customer, vendor, lender, creditor and professional in interest to current and former AP clients in matters unrelated to the Debtor. K&E is a current and former AP client in matters unrelated to the Debtor. K&E is a former employer of current AP employees. K&E provides legal services to AP.
- KPMG LLP, a vendor to the Debtors, and affiliates (“KPMG”) are professionals, vendors, material contract parties, customers, related parties and creditors to current and former AP clients in matters unrelated to the Debtors. KPMG is a current and former AP client in

matters unrelated to the Debtors. KPMG provides auditing services to AP. KPMG is a vendor to AP. KPMG is the former employer of several current AP employees.

- Lord Abbett & Co., a bank lender and UCC search party to the Debtors, and affiliates are investors, shareholders, bondholders, creditors, lenders and noteholders to current and former AP clients in matters unrelated to the Debtors.
- LinkedIn Corp., a vendor to the Debtors, and affiliates are material contract parties, professionals and vendors to current and former AP clients in matters unrelated to the Debtors. LinkedIn is an AP vendor.
- LivePerson Inc., a vendor to the Debtors, and affiliates (“LivePerson”) are vendors to current and former AP clients in matters unrelated to the Debtors. LivePerson is a current AP client in matters unrelated to the Debtors.
- Lockton Cos. Inc., a vendor to the Debtors, and affiliates (“Lockton”) are adverse parties, creditors, customers, insurance providers, material contract parties, professionals and vendors to current and former AP clients in matters unrelated to the Debtors.
- M&T Bank, a bank lender and UCC search party to the Debtors, and affiliates (“M&T”) are lenders, lessors, material contract parties, parent companies and vendors to current and former AP clients in matters unrelated to the Debtors. M&T is a former employer of current AP employees.
- Manulife Asset Management Ltd., an equity holder to the Debtors, and affiliates (“Manulife”) are lenders, vendors, lessors, bondholders, shareholders, lienholders, noteholders and creditors to current and former AP clients in matters unrelated to the Debtors. Manulife is a former employer to current AP employees.
- Markel, an insurance provider to the Debtors, and affiliates (“Markel”) are insurance providers, affiliates and related parties to current and former AP clients in matters unrelated to the Debtor. Markel is a current client in matters unrelated to the Debtor.
- MCI Inc. and MCI Worldcom, vendors to the Debtors, and affiliates (“MCI”) are vendors, creditors, related parties and customers to current and former AP clients in matters unrelated to the Debtors. MCI is a former employers of current AP employees.
- Microsoft Corp. and Microsoft Leasing GP, creditors and vendors to the Debtors, and affiliates (“Microsoft”) are lessors, creditors, vendors, shareholders, joint venture entities, material contract parties, litigation parties, and related parties to current and former AP clients in matters unrelated to the Debtors. Microsoft is a current and former AP client in matters unrelated to the Debtors. Microsoft is a former employer of current AP employees. Microsoft is a vendor to AP.
- Milbank LLP, a professional in this bankruptcy matter, and affiliates (“Milbank”) are professionals, creditors, lenders, vendors, related parties and client counsel to current and

former AP clients in matters unrelated to the Debtors. Milbank is a current and former AP client in matters unrelated to the Debtors.

- Millennium Management LLC, an equity holder to the Debtors, affiliates are shareholders and litigation parties to current AP clients in matters unrelated to the Debtors.
- Mitel Networks Inc. and Mitel Technologies Inc., creditors and vendors to the Debtors, and affiliates (“Mitel”) are lessors, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Mitel is a current AP client in matters unrelated to the Debtors.
- Mitsubishi UFJ Lease & Finance Inc, a vendor to the Debtors, and affiliates (“Mitsubishi”) are adverse litigation parties, affiliates, lenders, litigation parties, creditors, customers, bondholders, adverse parties, material contract parties, joint venture entities, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Mitsubishi is a current and former AP client in matters unrelated to the Debtors. Mitsubishi is a former employer of current AP employees.
- Morgan Stanley Wealth Management SV USA, an equity holder to the Debtors, and affiliates (“Morgan Stanley”) are lenders, bondholders, creditors, shareholders, lessors, litigation parties, vendors, material contract parties, indenture trustees, investors, shareholders, adverse parties, noteholders, associated companies, professionals, financial advisors, adverse litigation parties and customers to current and former AP clients in matters unrelated to the Debtors. Morgan Stanley is a current and former AP client in matters unrelated to the Debtors. Morgan Stanley is a former employer of current AP employees.
- Morrison & Foerster LLP, a professional in this bankruptcy matter, and affiliates (“MoFo”) are professionals, adverse parties, creditors, material contract parties and opposing counsel to current and former AP clients in matters unrelated to the Debtors. MoFo is a current and former AP client in matters unrelated to the Debtors. MoFo is a former employer of current AP employees. MoFo is a member of a UCC represented by AP in The Nordam Group, Inc., a bankruptcy matter unrelated to the Debtors. MoFo provides legal services to AP.
- Nasdaq Corporate Solutions LLC, a vendor to the Debtors, and affiliates are creditors, material contract parties, related parties, professionals and vendors to current and former AP clients in matters unrelated to the Debtors.
- Nationwide Headquarters, an insurance provider to the Debtors, and affiliates (“Nationwide”) are adverse litigation parties, bondholders, lenders, creditors, adverse parties, material contract parties, associated companies, insurance providers and litigation parties to current and former AP clients in matters unrelated to the Debtors. Nationwide is a current AP client in matters unrelated to the Debtors. Nationwide is an insurance provider to AP. Nationwide is a former employer of current AP employees.

- Neustar Inc., a vendor to the Debtors, and affiliates are creditors, related parties and vendors to current and former AP clients in matters unrelated to the Debtors.
- Nitel Inc., a vendor to the Debtors, and affiliates (“Nitel”) are vendors to current AP clients in matters unrelated to the Debtors. Nitel is a vendor to AP.
- Norges Bank Investment Management (NBIM), an equity holder to the Debtors, and affiliates (“Norges”) are affiliates, shareholders and litigation parties to current AP clients in matters unrelated to the Debtors. Norges is a current AP client in matters unrelated to the Debtors.
- Northern Trust Global Investments and Northern Trust Investments Inc., equity holders to the Debtors, and affiliates (“Northern Trust”) are bondholders, director affiliated companies, shareholders, lessors, lenders and vendors to current and former AP clients in matters unrelated to the Debtors. Northern Trust is a former AP client in matters unrelated to the Debtors.
- Norton Rose Fulbright, a vendor to the Debtors, and affiliates (“Norton Rose”) are lenders, professionals and vendors to current and former AP clients in matters unrelated to the Debtors. Norton Rose is a current and former AP client in matters unrelated to the Debtors.
- Nuveen LLC, an equity holder to the Debtors, and affiliates (“Nuveen”) are lenders, bondholders, noteholders, material contract parties, creditors, investors, lienholders and indenture trustees to current and former AP clients in matters unrelated to the Debtors. Nuveen is a former employer of a current AP employee.
- OneSource Building Technologies, Inc., a vendor to the Debtors, and affiliates (“OneSource”) are customers and vendors to current and former AP clients in matters unrelated to the Debtors. OneSource is a vendor to AP.
- Optiv Security, Inc., a vendor to the Debtors, and affiliates (“Optiv”) are vendors to current AP clients in matters unrelated to the Debtors. Optiv is a current AP client in matters unrelated to the Debtors. Optiv is a former employer of current AP employees. Optiv is a vendor to AP.
- Oracle America Inc, a vendor to the Debtors, and affiliates (“Oracle”) are creditors, vendors, lessors, professionals, material contract parties, and associated companies to current and former AP clients in matters unrelated to the Debtors. Oracle is a former employer of current AP employees. Oracle is a vendor to AP.
- Paul Weiss Rifkind Wharton & Garrison LLP, a professional in this bankruptcy matter, (“Paul Weiss”) is a material contract party, professional, creditor, vendor, lender, client counsel, and opposing counsel to current and former AP clients in matters unrelated to the Debtors. Paul Weiss is a current and former AP client in matters unrelated to the Debtors. Paul Weiss provides legal services to AP in matters unrelated to the Debtors. Paul Weiss is a former employer of current AP employees.

- Pension Benefit Guaranty Corporation, a member of a UCC in this bankruptcy matter, and affiliates (“PBGC”) are adverse parties, creditors, insurance providers, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. PBGC is a member of a UCC represented by AP in Bon-Ton Stores, Inc., The Great Atlantic & Pacific Tea Co. and VSI Liquidating Trust, bankruptcy matters unrelated to the Debtors.
- Perella Weinberg Partners LP, a professional in this bankruptcy matter, and affiliates (“Perella”) are creditors and professionals to current and former AP clients in matters unrelated to the Debtors.
- PIMCO (US), an equity holder to the Debtors, and affiliates (“PIMCO”) are lenders, investors, bondholders, lienholders, noteholders, litigation parties, adverse parties, professionals, associated company, and creditors to current and former AP clients in matters unrelated to the Debtors. PIMCO is a current AP client in matters unrelated to the Debtors. PIMCO is a former employer of a current AP employee.
- PJT Partners, a professional in this bankruptcy matter, and affiliates (“PJT”) are professionals, related parties and vendors to current AP clients in matters unrelated to the Debtors. PJT is a current and former AP client in matters unrelated to the Debtors. PJT is a vendor to AP.
- Pricewaterhouse Coopers LLP, a vendor to the Debtors, and affiliates (“PWC”) are adverse parties, customers, professionals, opposing counsel, and creditors to current and former AP clients in matters unrelated to the Debtor. PWC provides tax and related consulting services to AP. PWC is a former AP client in matters unrelated to the Debtor. AP provides services to PWC in the ordinary course in matters unrelated to the Debtor. PWC is a former employer of certain employees, officers, directors, and shareholders of AP.
- Prudential Asset Management Co. Inc., a bank lender and UCC Search party to the Debtors, and affiliates (“Prudential”) are adverse parties, lenders, vendors, material contract parties, professionals, litigation parties, lessors, creditors, noteholders, insurance providers, related parties, lienholders and bondholders to current and former AP clients in matters unrelated to the Debtors. Prudential is a current AP client in matters unrelated to the Debtors. Prudential is a former employers of current AP employees.
- Quest Software Inc. and Quest International User Group, vendors to the Debtors, and affiliates (“Quest”) are vendors, litigation parties, and related parties to current and former AP clients in matters unrelated to the Debtors. Quest is a vendor to AP.
- Qwest Corp. and Qwest Communications International Inc., creditors and vendors to the Debtors, and affiliates (“Qwest”) are adverse parties, creditors, material contract parties, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Qwest is a vendor to AP.

- Raymond James & Associates Inc. and Raymond James Financial Services, equity holders to the Debtors, and affiliates (“Raymond James”) are adverse litigation parties, related parties, vendors, shareholders, bondholders, creditors, customers and investors to current and former AlixPartners clients in matters unrelated to the Debtors. Raymond James is a current AP client in matters unrelated to the Debtors. Raymond James is a former employer of current AP employees.
- RBC, a bank lender and UCC search party to the Debtors, and affiliates (“RBC”) are adverse litigation parties, bondholders, shareholders, creditors, indenture trustees, litigation parties, banking service parties, adverse parties, material contract parties, investors, professionals, related parties, vendors and lenders to current and former AP clients in matters unrelated to the Debtors. RBC is a current and former AP clients in matters unrelated to the Debtors. RBC is a former employer of current AP employees.
- Regions, Regions Financial Corp. and Regions Investment Management a bank lender, equity holder, and UCC search party to the Debtors, and affiliates are adverse parties, creditors, lenders, noteholders, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors.
- Renaissance Technologies LLC, an equity holder to the Debtors, is a current AP client in matters unrelated to the Debtors.
- RLI, an insurance provider to the Debtors, and affiliates are bondholders, director’s affiliated companies, insurance providers, material contract parties and related parties to current and former AP clients in matters unrelated to the Debtors.
- Robbins Russell Englert Orseck Untereiner & Sauber LLP, a professional in this bankruptcy matter, and affiliates (“Robbins Russell”) are litigation parties and professionals to current AP clients in matters unrelated to the Debtors. Robbins Russell is a current AP client in matters unrelated to the Debtors.
- Rothschild & Co., a professional in this bankruptcy matter, and affiliates are adverse parties, lenders, professionals, related parties and vendors to current and former AP clients in matters unrelated to the Debtors.
- Royal Bank of Canada, a bank lender and UCC Search Party to the Debtors, and affiliates (“RBC”) are adverse litigation parties, bondholders, shareholders, creditors, indenture trustees, litigation parties, adverse parties, material contract parties, investors, professionals, related parties, vendors, banking service providers and lenders to current and former AP clients in matters unrelated to the Debtors. RBC is a current and former AP clients in matters unrelated to the Debtors. RBC is a former employer of a current AP employee.
- Scansource Catalyst Inc., a vendor to the Debtors, and affiliates (“Scansource”) are adverse parties, customers and litigation parties to current and former AP clients in matters unrelated to the Debtors. ScanSource is a former AP client.

- SG Americas Securities LLC, an equity holder to the Debtors, and affiliates (“SG”) are adverse litigation parties, bondholders, shareholders, lenders, professionals and litigation parties to current and former AP clients in matters unrelated to the Debtors.
- Shearman & Sterling LLP, a professional in this bankruptcy matter, and affiliates (“Shearman”) are professionals in current AP clients in matters unrelated to the Debtors. Shearman is a current AP client in matters unrelated to the Debtors.
- SHI International Corp., a vendor to the Debtors, and affiliates (“SHI”) are material contract parties, vendors and creditors to current AP clients in matters unrelated to the Debtors. SHI is a vendor to AP.
- Southern California Edison Company, a vendor to the Debtors, is a vendor, related party, bondholder, adverse party, and customer to current and former AP clients in matters unrelated to the Debtors. Southern California Edison is a former employer of a current AP employee.
- Southern Company Services Inc., a vendor to the Debtors, and affiliates (“Southern Company”) are lessors, litigation parties and related parties to current and former AP clients in matters unrelated to the Debtors. Southern Company is a former employer of current AP employees.
- Spectrotel Inc., a vendor to the Debtors, and affiliates (“Spectrotel”) are vendors to AP.
- Sprint Corp., a vendor to the Debtors, and affiliates (“Sprint”) are creditors, customers, vendors, litigation parties, related parties and material contract parties to current and former AP clients in matters unrelated to the Debtors. Sprint is a current and former AP client in matters unrelated to the Debtors. Sprint is a former employer of current AP employees.
- Starr and Starr International Co. Inc., insurance providers to the Debtors, and affiliates (“Starr”) are insurance providers, investors, litigation parties and vendors Starr is a current and former AP client in matters unrelated to the Debtors. Starr is an insurance provider to AP.
- State Street Global Advisors (US), an equity holder to the Debtors, and affiliates (“State Street”) are lenders, lienholders, creditors, bondholders, vendors, shareholders, adverse parties, associated parties, noteholders, material contract parties, customers, lessors and indenture trustees to current and former AP clients in matters unrelated to the Debtors. State Street is a former AP client in matters unrelated to the Debtors. State Street is a former employer of current AP employees.
- Stone Ridge Asset Management LLC, an equity holder to the Debtors, and affiliates are shareholders to current AP clients in matters unrelated to the Debtors.

- Suntrust Bank, Suntrust Equipment Finance & Leasing Corp. and Suntrust Equipment Finance & Lending, bank lenders, UCC Search Parties and vendors to the Debtors, and affiliates (“SunTrust”) are creditors, material contract parties, investors, lenders, lienholders, litigation parties, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors. SunTrust is a former AP client in matters unrelated to the Debtors.
- Superior Essex Inc., a vendor to the Debtors, and affiliates (“Superior”) are material contract parties and subsidiaries to current AP clients in matters unrelated to the Debtors. Superior is a current AP client in matters unrelated to the Debtors.
- T. Rowe Price Associates Inc., an equity holder to the Debtors, and affiliates (“T. Rowe”) are shareholders, creditors, bondholders, lienholders, lenders, investors, related parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. T. Rowe is a current AP client in matters unrelated to the Debtors.
- Tata Consultancy Services Ltd., creditors and vendors to the Debtors, and affiliates (“Tata”) are adverse parties, adverse litigation parties, litigation parties, creditors, associated companies, affiliates, parent companies, material contract parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Tata is a current AP client in matters unrelated to the Debtors. Tata is a former employer of a current AP employee.
- Tech Mahindra Ltd., a vendor to the Debtors, and affiliates (“Tech Mahindra”) are adverse parties, material contract parties and vendors to current AP clients in matters unrelated to the Debtors. Tech Mahindra is a former employer of current AP employees.
- TEGNA Inc., a vendor to the Debtors, is a related party to a current AP client in matters unrelated to the Debtors. TEGNA Inc. is a current AP client in matters unrelated to the Debtors.
- Thomson Reuters Tax & Accounting Inc., a vendor to the Debtors, and affiliates (“Thomson Reuters”) are material contract parties, associated companies, vendors, creditors and professionals to current and former AP clients in matters unrelated to the Debtors. Thomson Reuters is a former employer of current AP employees. Thomson Reuters is a vendor to AP.
- Time Warner Cable, Time Warner Cable LLC and Time Warner Telecom Inc., creditors and vendors to the Debtors, and affiliates (“Time Warner”) are vendors, material contract parties, customers, related parties and creditors to current and former AP clients in matters unrelated to the Debtors. Time Warner is a current AP client in matters unrelated to the Debtors. Time Warner is a former employer of current AP employees. Time Warner is a vendor to AP.

- Tower Research Capital LLC, an equity holder to the Debtors, is a related party to a current AP client in matters unrelated to the Debtors. Tower Research Capital LLC is a current AP client in matters unrelated to the Debtors.
- Towers Perrin, a vendor to the Debtors, and affiliates (“Towers”) are creditors and professionals to current and former AP clients in matters unrelated to the Debtors. Towers is a former employer of current AP employees.
- Travelers Indemnity and Affiliates and Travelers Insurance, insurance providers to the Debtors, and affiliates (“Travelers”) are insurance providers, creditors, lenders, bondholders, material contract parties, adverse litigation parties, related parties, vendors, customers and adverse parties to current and former AP clients in matters unrelated to the Debtors. Travelers is a current AP client in matters unrelated to the Debtors.
- Tyco Integrated Security LLC, a vendor to the Debtors, and affiliates (“Tyco”) are adverse parties, affiliates, creditors, material contract parties, related parties, subsidiaries and vendors to current and former AP clients in matters unrelated to the Debtors. Tyco is a former employer to current AP employees. Tyco is a vendor to AP.
- U.S. Bank National Association, as Trustee, US Bank NA and US Bank, bondholders, indenture trustees, bank lenders and UCC search parties to the Debtors, and affiliates (“US Bank”) are adverse litigation parties, banking service providers, vendors, lienholders, shareholders, creditors, lessees, lessors, lenders, investors, noteholders, bondholders, material contract parties, adverse parties, litigation parties, trustees, indenture trustees, customers, adverse parties and related parties to current and former AP clients in matters unrelated to the Debtors. US Bank is a current and former AP client in matters unrelated to the Debtors. US Bank is a member of a UCC represented by AP in a matter unrelated to the Debtors.
- UMB Bank, a member of a UCC in this bankruptcy matter and a bank lender and UCC search party to the Debtors are vendors, shareholders, indenture trustees, related parties and creditors to current and former AP clients in matters unrelated to the Debtors.
- United States Postal Service, a vendor to the Debtors, and affiliates (“USPS”) are adverse parties, creditors, material contract parties, lessors, litigation parties, related parties, lenders and vendors to current and former AP clients in matters unrelated to the Debtors. USPS is a vendor to AP.
- USAA Investment Management Co., an equity holder to the Debtors, and affiliates (“USAA”) are shareholders, material contract parties, lienholders, creditors, bondholders, noteholders, customers, litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors. USAA is a current and former AP client in matters unrelated to the Debtors. USAA is a vendor to AP.

- The Vanguard Group, Inc., an equity holder to the Debtors, and affiliates (“Vanguard”) are adverse parties, bondholders, creditors, customers, lessors, material contract parties, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors. Vanguard is a former employer of current AP employees.
- Verizon and Verizon Communications Inc., creditors and vendors to the Debtors, and affiliates (“Verizon”) are vendors, lessors, creditors, customers, material contract parties, parent companies, litigation parties, and related parties to current and former AP clients in matters unrelated to the Debtors. Verizon is a current and former AP client in matters unrelated to the Debtors. Verizon is a former employer of current AP employees. Verizon is a vendor to AP.
- Vertex, Inc., a vendor to the Debtors, and affiliates (“Vertex”) are bondholders, creditors, customers, lenders, lienholders, material contract parties, related parties, subsidiaries and vendors to current and former AP clients in matters unrelated to the Debtors. Vertex is a vendor to AP.
- Victory Capital Management Inc., an equity holder to the Debtors, is a shareholder to current AP clients in matters unrelated to the Debtors.
- Voya Investment Management Inc., an equity holder to the Debtors, and affiliates (“Voya”) are adverse litigation parties, investors, lenders, shareholders, professionals, bondholders, related parties, lienholders, noteholders and adverse parties to current AP clients in matters unrelated to the Debtors.
- Wells Fargo Bank and Wells Capital Management, bank lenders and UCC search parties to the Debtors, and affiliates (“Wells Fargo”) are adverse litigation parties, lenders, banking service providers, creditors, lienholders, bondholders, indenture trustees, litigation parties, investors, adverse parties, customers, lessors, lessees, noteholders, insurance providers, associated companies, investors, trustees, professionals, material contract parties, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors. Wells Fargo is a current and former AP client in matters unrelated to the Debtors. Wells Fargo is a member of a UCC represented by AP in matters unrelated to the Debtors. Wells Fargo is a former employer of current AP employees.
- Western Union Financial Services Inc., a vendor to the Debtors, and affiliates (“WU”) are litigation parties, director-affiliated companies, vendors, customers, material contract parties and creditors to current and former AP clients in matters unrelated to the Debtors. WU is a former AP client in matters unrelated to the Debtors.
- WhiteHorse Capital Partners, a bank lender and UCC Search Party to the Debtors, and affiliates (“WhiteHorse”) are creditors, lenders, bondholders, and related parties to current and former AP clients in matters unrelated to the Debtors. WhiteHorse is a former employer of current AP employees.

- Willis Towers Watson, a vendor to the Debtors, and affiliates (“Willis”) are creditors, insurance providers and vendors to current AP clients in matters unrelated to the Debtors. Willis is a current and former AP client in matters unrelated to the Debtors.
- Wilmington Trust, National Association, and Wilmington Trust NA, bondholders and indenture trustees to the Debtors, and affiliates (“Wilmington”) are adverse litigation parties, creditors, lenders, material contract parties, indenture trustees, bondholders, litigation parties, shareholders, trustees, vendors and related party to current and former AP clients in matters unrelated to the Debtors. Wilmington is a current AP client in matters unrelated to the Debtors.
- Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities is not provided herein and may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/windstream>. Debtors and affiliates (“Windstream”) are creditors, customers, lessors, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Windstream is a former AP client in matters unrelated to the Debtors.
- Wolverine Trading LLC, an equity holder to the Debtors, and affiliates (“Wolverine”) are creditors, related parties, vendors, noteholders, bondholders, indenture trustees and customers to current and former AP clients in matters unrelated to the Debtors. Wolverine is a current and former AP client in matters unrelated to the Debtors. Wolverine is a vendor to AP.
- Xerox Corp., a vendor to the Debtors, and affiliates (“Xerox”) are litigation parties, customers, associated companies, creditors, material contract parties and vendors to current and former AP clients in matters unrelated to the Debtors. Xerox is a former AP client in matters unrelated to the Debtors. Xerox is a vendor to AP.
- XO Communications LLC, a vendor to the Debtors, and affiliates (“XO”) are vendors and creditors to current and former AP clients in matters unrelated to the Debtors. XO is a former employer of current AP employees. XO is a vendor to AP.

30. AlixPartners and its affiliates are claims agents, advisors, and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, AlixPartners appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, AlixPartners has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these chapter 11 cases. In addition, AlixPartners has

been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these chapter 11 cases in which it works with or in opposition to other professionals involved in these chapter 11 cases. Moreover, AlixPartners might have referred work to other professionals who are retained in these chapter 11 cases. Likewise, certain such professionals who are retained in these chapter 11 cases might have referred work to AlixPartners. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Committee in connection with these chapter 11 cases.

31. From time to time, AlixPartners has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these chapter 11 cases. As described herein, however, AlixPartners has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided services to any significant creditor, equity security holder, insider or other party in interest in such unrelated matters.

32. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of AlixPartners' personnel (a) have any connection with the U.S. Trustee, or any employee in the Office of the U.S. Trustee; or (b) are related or connected to any United States Bankruptcy Judge for the Southern District of New York, except as otherwise set forth herein.

33. To the best of my knowledge, none of the members of the engagement team or AP is a direct holder of any of the Debtors' securities. It is possible that members of the engagement team or certain of AlixPartners employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in mutual funds or other

investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. AlixPartners' policy prohibits its employees from personally trading in the Debtors' securities.

34. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, AlixPartners has not been retained to assist any entity or person other than the Committee on matters relating to, or in direct connection with, these chapter 11 cases. AlixPartners will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases.

35. Certain of AlixPartners' employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a Potential Party in Interest.

36. Despite the efforts described above to identify and disclose the connections that AP has with parties in interest in these chapter 11 cases, because the Debtors form a large enterprise with numerous creditors and other relationships, AlixPartners is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

37. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor AlixPartners has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases, (a) for the purpose of sharing or fixing fees or other

compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by the Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

38. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, AlixPartners nor any AlixPartners' personnel holds or represents any interest adverse to the Committee, Debtors or their estates, and AlixPartners is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that AlixPartners and its professionals and employees who will work on the engagement:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) were not, within two years before the Petition Date, a director, officer or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors' estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

[Remainder of page intentionally left blank]

39. If AlixPartners discovers additional information that requires disclosure, AlixPartners will promptly file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014. AlixPartners reserves the right to supplement this Declaration in the event that AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners' employment by the Committee.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Date: April 29 2019

/s/ David MacGreevey

David MacGreevey
Managing Director

Schedule 1

Potential Parties in Interest

SCHEDULE 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Lorenzo Marinuzzi in Support of Application for Entry of an Order Authorizing the Retention and Employment of Morrison & Foerster LLP as Counsel to the Official Committee of Unsecured Creditors Nunc Pro Tunc to March 12, 2019* (the “Marinuzzi Declaration”).

<u>Schedule</u>	<u>Category</u>
1(a)	Current & Former Officers & Directors
1(b)	Debtor Affiliates
1(c)	Equity Holders
1(d)	Bank Lenders and UCC Search Parties
1(e)	Bankruptcy Judges, US Trustees, and Court Contacts for the Southern District of New York
1(f)	Bankruptcy Professionals
1(g)	Contract Counterparties
1(h)	Creditors' Committee Members
1(i)	Governmental Units and Regulators
1(j)	Individual Bondholders and Indenture Trustees
1(k)	Insurers
1(l)	Litigation Counterparties
1(m)	Professionals
1(n)	Surety Issuers
1(o)	Top 50 Creditors
1(p)	Unions
1(q)	Vendors

SCHEDULE 1(A)

Current & Former Officers & Directors

Armitage, Carol
Bayer, Ron
Beall, Samuel E., III
Brooks, Jack
Diefenderfer, Jeannie H.
Eichler, John
Farkouh, Stephen
Gunderman, Robert
Halpin, Kevin
Hinson, Jeffrey T.
Langston, Lewis
LaPerch, William G.
Laque, Larry
Levine, Layne
Moody, Kristi
Shimer, Julie A.
Small, Jeff
Smith, Drew
Stoll, Marc
Stoltz, Michael G.
Thomas, Anthony
Turek, Walter L.
Wells, Alan L

SCHEDULE 1(B)

Debtor Affiliates

Allworx Corp.
American Telephone Co. LLC
ARC Networks Inc.
ATX Communications Inc.
ATX Licensing Inc.
ATX Telecommunications Services of
Virginia LLC
Birmingham Data Link LLC
BOB LLC
Boston Retail Partners LLC
BridgeCom Holdings Inc.
BridgeCom International Inc.
BridgeCom Solutions Group Inc.
Broadview Networks Inc.
Broadview Networks of Massachusetts Inc.
Broadview Networks of Virginia Inc.
Broadview NP Acquisition Corp.
Buffalo Valley Management Services Inc.
Business Telecom LLC
Business Telecom of Virginia Inc.
BV-BC Acquisition Corp.
Cavalier IP TV LLC
Cavalier Services LLC
Cavalier Telephone LLC
Cavalier Telephone Mid-Atlantic LLC
CCL Historical Inc.
Choice One Communications of Connecticut
Inc.
Choice One Communications of Maine Inc.
Choice One Communications of
Massachusetts, Inc.
Choice One Communications of New York
Inc.
Choice One Communications of Ohio Inc.
Choice One Communications of
Pennsylvania Inc.
Choice One Communications of Rhode
Island Inc.
Choice One Communications of Vermont
Inc.
Choice One Communications Resale LLC

Choice One of New Hampshire Inc.
Cinergy Communications Co. of Virginia
LLC
Conestoga Enterprises Inc.
Conestoga Management Services Inc.
Conestoga Wireless Co.
Connecticut Broadband LLC
Connecticut Telephone & Communication
Systems Inc.
Conversent Communications Long Distance
LLC
Conversent Communications of Connecticut
LLC
Conversent Communications of Maine LLC
Conversent Communications of
Massachusetts, Inc.
Conversent Communications of New
Hampshire LLC
Conversent Communications of New Jersey
LLC
Conversent Communications of New Jersey
LLC Inc.
Conversent Communications of New York
LLC
Conversent Communications of
Pennsylvania LLC
Conversent Communications of Rhode
Island LLC
Conversent Communications of Vermont
LLC
Conversent Communications Resale LLC
CoreComm Communications LLC
CoreComm-ATX Inc.
CTC Communications Corp.
CTC Communications of Virginia Inc.
D&E Communications LLC
D&E Management Services Inc.
D&E Networks Inc.
D&E Wireless Inc.
Deltacom LLC
Earthlink Business Holdings LLC

Earthlink Business LLC
Earthlink Carrier LLC
Earthlink Holdings LLC
Earthlink LLC
Earthlink Services LLC
Earthlink Shared Services LLC
Equity Leasing Inc.
Eureka Broadband Corp.
Eureka Holdings LLC
Eureka Networks LLC
Eureka Telecom Inc.
Eureka Telecom of VA Inc.
Georgia Windstream LLC
Heart of the Lakes Cable Systems Inc.
Infocore Inc.
InfoHighway Communications Corp.
Info-Highway International Inc.
InfoHighway of Virginia Inc.
Intellifiber Networks LLC
Iowa Telecom Data Services LC
Iowa Telecom Data Services LC Inc.
Iowa Telecom Technologies LLC
IWA Services LLC
KDL Holdings LLC
LDMI Telecommunications LLC
Lightship Telecom LLC
MassComm LLC
McLeodUSA Information Services LLC
McLeodUSA Purchasing LLC
McLeodUSA Telecommunications Services
MPX Inc.
Nashville Data Link LLC
Network Telephone LLC
Norlight Telecommunications of Virginia
LLC
Oklahoma Windstream LLC
Open Support Systems LLC
PaeTec Communications LLC
PaeTec Communications of Virginia LLC
PAETEC Holding LLC
PAETEC iTEL LLC
PAETEC LLC
PAETEC Realty LLC
PCS Licenses Inc.
Progress Place Realty Holding Co. LLC
RevChain Solutions LLC

SM Holdings LLC
Southwest Enhanced Network Services LLC
Talk America LLC
Talk America of Virginia LLC
Televue LLC
Texas Windstream LLC
The Other Phone Co. LLC
TriNet LLC
TruCom Corp.
US LEC Communications LLC
US LEC of Alabama LLC
US LEC of Florida LLC
US LEC of Georgia LLC
US LEC of Maryland LLC
US LEC of North Carolina LLC
US LEC of Pennsylvania LLC
US LEC of South Carolina LLC
US LEC of Tennessee LLC
US LEC of Virginia LLC
US Xchange Inc.
US Xchange of Illinois LLC
US Xchange of Indiana LLC
US Xchange of Michigan LLC
US Xchange of Wisconsin LLC
Valor Telecommunications of Texas LLC
WaveTel NC License Corp.
WIN Sales & Leasing Inc.
Win Tower Exchange LLC
Windstream Accucomm Networks LLC
Windstream Accucomm
Telecommunications LLC
Windstream Alabama LLC
Windstream Arkansas LLC
Windstream Buffalo Valley Inc.
Windstream Business Holdings LLC
Windstream BV Holdings Inc.
Windstream Cavalier LLC
Windstream Communications Kerrville LLC
Windstream Communications LLC
Windstream Communications Telecom LLC
Windstream Concord Telephone LLC
Windstream Conestoga Inc.
Windstream CTC Internet Services Inc.
Windstream D&E Inc.
Windstream D&E Systems LLC
Windstream Direct LLC

Windstream Eagle Holdings LLC	Midwest Inc.
Windstream Eagle Services LLC	Windstream New York Inc.
Windstream EN-TEL LLC	Windstream Norlight LLC
Windstream Finance Corp	Windstream North Carolina LLC
Windstream Florida LLC	Windstream NorthStar LLC
Windstream Georgia Communications LLC	Windstream NTI LLC
Windstream Georgia LLC	Windstream NuVox Arkansas LLC
Windstream Georgia Telephone LLC	Windstream NuVox Illinois LLC
Windstream Holding of the Midwest Inc.	Windstream NuVox Indiana LLC
Windstream Holdings Inc.	Windstream NuVox Kansas LLC
Windstream Holdings of the Midwest Inc.	Windstream NuVox LLC
Windstream Iowa Communications LLC	Windstream NuVox Missouri LLC
Windstream Iowa-Comm LLC	Windstream NuVox Ohio LLC
Windstream IT-Comm LLC	Windstream NuVox Oklahoma LLC
Windstream KDL LLC	Windstream of the Midwest Inc.
Windstream KDL-VA LLC	Windstream Ohio LLC
Windstream Kentucky East LLC	Windstream Oklahoma LLC
Windstream Kentucky West LLC	Windstream Pennsylvania LLC
Windstream Kerrville Long Distance LLC	Windstream Services LLC
Windstream Lakedale Inc.	Windstream SHAL LLC
Windstream Lakedale Link Inc.	Windstream SHAL Networks Inc.
Windstream Leasing LLC	Windstream Shared Services LLC
Windstream Lexcom Communications LLC	Windstream South Carolina LLC
Windstream Lexcom Entertainment LLC	Windstream Southwest Long Distance LLC
Windstream Lexcom Long Distance LLC	Windstream Standard LLC
Windstream Lexcom Wireless LLC	Windstream Sugar Land LLC
Windstream Lexcom Wireless LLC Inc.	Windstream Supply LLC
Windstream Mississippi LLC	Windstream Supply LLC Inc.
Windstream Missouri LLC	Windstream Systems of the Midwest Inc.
Windstream Montezuma LLC	Windstream Western Reserve LLC
Windstream Nebraska Inc.	Xeta Technologies Inc.
Windstream Network Services of the	

SCHEDULE 1(C)

Equity Holders

Acadian Asset Management LLC
Advisors Asset Management Inc.
AllianceBernstein LP
Advisors Inc.
Alpine Global Management LLC
American Century Investment Management Inc.
Analytic Investors LLC
AQR Capital Management LLC
Arrowstreet Capital LP
Bank of America Merrill Lynch (US)
Barclays Capital Inc.
Bardin Hill Investment Partners LP
BlackRock Advisors (UK) Ltd.
BlackRock Financial Management Inc.
BlackRock Institutional Trust Co. NA
BlackRock Investment Management LLC
BlueMountain Capital Management LLC
BNY Mellon Asset Management
Bridgeway Capital Management Inc.
Brigade Capital Management LP
California Public Employees' Retirement System
California State Teachers' Retirement System
Cavalier Investments LLC
Charles Schwab Investment Management Inc.
Citadel Enterprise Americas LLC
Citi Investment Research (US)
Commonwealth Bank of Australia
Commonwealth Financial Network
CQS Cayman LP
Credit Suisse Securities (USA) LLC
CTC myCFO LLC
DE Shaw & Co. LP
Deutsche Asset Management (UK) Ltd.
Deutsche Asset Management Americas
Elliott Management Corp.
First Republic Investment Management Inc.
Florida State Board of Administration
Friess Associates LLC
Gabelli Funds LLC

Geode Capital Management LLC
Goldman Sachs & Co. Inc.
Group One Trading LP
HBK Investments LP
Invesco Capital Management LLC
Isthmus Partners LLC
Jefferies LLC
JP Morgan Asset Management Inc. JP
Morgan Securities LLC
JPMorgan Asset Management (Japan) Ltd.
JPMorgan Private Bank (United States)
KBC Group NV
Manulife Asset Management Ltd.
Marshall Wace LLP
Mellon Investments Corp.
Millennium Management LLC
Morgan Stanley Wealth Management SV SA
New York State Common Retirement Fund
NNIP Advisors BV
Norges Bank Investment Management (NBIM)
Northern Trust Global Investments
Northern Trust Investments Inc.
Nuveen LLC
PanAgora Asset Management Inc.
Parametric Portfolio Associates LLC
PDT Partners LLC
PIMCO (US)
PointState Capital LP
Public Employees' Retirement Association of Colorado
Quantamental Technologies LLC
Raymond James & Associates Inc.
Raymond James Financial Services
RBC Capital Markets Wealth Management
Regions Investment Management Inc.
Renaissance Technologies LLC
Rhumblin Advisers Ltd. Partnership
SG Americas Securities LLC
Simplex Trading LLC
Spark Investment Management LLC

Spot Trading LLC
State Street Global Advisors (US)
Stone Ridge Asset Management LLC
SunAmerica Asset Management LLC
Susquehanna International Group LLP
T. Rowe Price Associates Inc.
Teton Advisors Inc.
TFS Capital LLC
Tower Research Capital LLC
Two Sigma Investments LP
USAA Investment Management Co.

Vanguard Group Inc., The
Victory Capital Management Inc.
Virtu Americas LLC
Voya Investment Management LLC
Wells Capital Management Inc.
Wells Fargo Advisors
Wells Fargo Bank NA
Wells Fargo Securities LLC
Wolverine Trading LLC
World Asset Management Inc.
Zacks Investment Management Inc.

SCHEDULE 1(D)

Bank Lenders and UCC Search Parties

ABRY Partners LLC	First Central National Bank of St. Paris
Aegon USA	First Federal Savings Bank
Allstate Insurance	First Pacific Advisors LLC
Amundi Pioneer	First Trust Advisors LP
Anchorage Capital Group	Forcht Bank NA
Antara Capital LP	Fortress Investment Group
Apex Credit Partners LLC	Fraser Sullivan Investment Management LLC
Apollo Capital Management LP	Garrison Investment Group LP
Arbour Lane Capital Management LLC	GoldenTree Asset Management
Arena Capital Advisors LLC	Harch Capital Management LLC
Assurant Inc.	Hayfin Capital Management LLP
Bain Capital Credit	HBK Investments LP
Bank of America Corp.	Highland Capital Management LP
Bardin Hill Investment Partners	Hillmark Capital Management LP
Barrow Hanley Mewhinney & Strauss LLC	HSBC Bank plc
Beach Point Capital Management LP	Industrial Alliance Insurance & Financial Services Inc.
Beal Bank	Invesco Capital Management LLC
Black Diamond Capital Partners	JPMorgan Chase Bank NA
Brigade Capital Management LP	KeyBank
Canaras Capital Management LLC	Lord Abbett & Co.
Carlson Capital LP	M&T Bank
CarVal Investors LLC	Marshall, Adrian
Caspian Capital LP	Montezuma State Bank
Cedarview Capital Management LP	MSD Capital LP
Citibank	Napier Park Global Capital LP
Citibank NA	Neuberger Berman Group LLC
CKC Capital LLC	Nokota Management LP
Cohanzick Management LLC	Nomura Holding America Inc.
Columbia Threadneedle	Onex Credit Partners LLC
Commerce Bank	Partners Group AG
Commercial Industrial Finance Corp.	PointState Capital LP
Credit Suisse Asset Management LLC	PPM America Inc.
Credit Value Partners LP	PrivateBank, The
CVC Capital Partners Ltd.	Prudential Asset Management Co. Inc.
Delaware Investments	RBC Global Asset Management (US) Inc.
Diameter Capital Partners LP	Redding Ridge Asset Management LLC
Elmwood Wealth Management Inc.	Regions Financial Corp.
Exchange Bank	Royal Bank of Canada
Farmers Bank, The	Security State Bank & Trust
Fidelity Management & Research Co.	Silvermine Capital Management LLC
Fifth Third Bank	
First Bank	

Solus Alternative Asset Management LP
Steele Creek Investment Management
Suntrust Bank
Symphony Asset Management LLC
Thrivent Financial for Lutherans
Tricadia Capital Management LLC
UMB Bank NA
United Community Bank Inc.

US Bank NA
Valcour Capital Management LLC
Vulcan Credit
Wells Fargo & Co.
Wells Fargo Bank NA
WhiteHorse Capital Partners
WhiteStar Corp.

SCHEDULE 1(E)

Bankruptcy Judges, US Trustees, and Court Contacts for the Southern District of New York

Abriano, Victor
Arbeit, Susan
Bernstein, Stuart M.
Cassara, Amanda
Catapano, Maria
Chapman, Shelley C.
Choy, Danny A.
Daniele, Salvatore
DiSalvo, Rosemary
Drain, Robert D.
Garrity, James L., Jr.
Glenn, Martin
Grossman, Robert E.
Harrington, William K.
Higgins, Benjamin J.
Lane, Sean H.
Masumoto, Brian S.
Mendoza, Ercilia A.
Moroney, Mary V.
Morris, Cecelia G.
Morrissey, Richard C.
Nadkarni, Joseph
Nakano, Serene
Ng, Cheuk M.
Riffkin, Linda
Rodriguez, Ilusion
Schwartz, Andrea B.
Schwartzberg, Paul K.
Scott, Shannon
Sharp, Sylvester
Song, Justin
Velez-Rivera, Andy
Vyskocil, Mary Kay
Wiles, Michael E.
Zipes, Greg M.

SCHEDULE 1(F)

Bankruptcy Professionals

Alvarez & Marsal LLC
Joele Frank Wilkinson Brimmer Katcher
Katten Muchin Rosenman LLP
KCC LLC
PJT Partners Inc.

SCHEDULE 1(G)

Contract Counterparties

Communications Sales & Leasing Inc.
CSL National LP
Uniti Group Inc.

SCHEDULE 1(H)

Creditors' Committee Members

AT&T Services Inc.

Communications Workers of America Crown Castle Fiber LLC

LEC Services Inc.

Pension Benefit Guaranty Corp.

UMB Bank NA

VeloCloud Networks Inc.

SCHEDULE 1(I)

Governmental Units and Regulators

United States, Government of the, Federal Communications Commission

SCHEDULE 1(J)

Individual Bondholders and Indenture Trustees

Aurelius Capital Management LP
US Bank NA
Wilmington Trust NA

SCHEDULE 1(K)

Insurers

ACE American Insurance Co.
AIG Global Real Estate
Allied World Assurance Co. Holdings GmbH
Allied World Assurance Co. Ltd.
Aspen Insurance Holdings Ltd.
AXA XL Insurance
AXIS Insurance Co.
Barbican Group Holdings Ltd.
Beazley Group Ltd.
Brit Insurance Holdings BV
Channel Syndicate LLP, The
Chubb Corp., The
CNA Insurance Cos.
Endurance Insurance
Great American Insurance Group
HCC Insurance Holdings Inc.
Jardine Lloyd Thompson Group plc
Lockton Cos. Inc.
Markel Corp.
Nautilus Insurance Co.
RLI Corp.
Sompo Japan Nipponkoa Insurance Inc. Starr International Co. Inc.
Travelers Indemnity Co., The
Travelers Insurance Co. Ltd.

SCHEDULE 1(L)

Litigation Counterparties

14th & Fletcher Street Lincoln NE	irth Solutions LLC
1-800 Phone Numbers LLC	Justice
Abercrombie, Margaret	Kendall, Bobby
Allegheny, County of (PA)	Kingdom Group
Almont Ambulatory Surgery Center LLC	Lackawanna City School District (NY)
Angelo, Denise	Lancaster, County of (PA)
Ashmore, Beattie B.	Lebanon, County of (PA)
Ávila, Javier	Leonard, Linda
Beaver, County of (PA)	Loar, Ronald
Berks, County of (PA)	Mamros, John
Blount, County of (TN), Emergency	Mamros, Lorraine
Communications District	Manchester-Shortsville Central School
Bull Communications Inc.	District (NY)
Bunce, Kyle	Martin, Kelly
Bunce, Melissa	Max Auto
Bussey, Carlton	Mercer, County of (PA)
Butler, County of (PA)	Michigan, State of, Department of Licensing
Charbonnet Law Firm LLC	& Regulatory Affairs, Public Service
Chester, County of (PA)	Commission
Cincinnati Insurance Co., The	Mount Vernon Community School District
Clarion, County of (PA)	(IA)
Clayton, County of (GA)	Murray, Robert
Cobb, County of (GA)	New Jersey, State of, Division of Taxation,
Cohen, Lawrence	Prearranged Ride Surcharge
Columbus, City of (GA), Consolidated	New York City, City of (NY)
Government	New York, State of, Attorney General
Commonwealth One Federal Credit Union	North Buffalo, Township of (PA)
Crain, Adam	North Carolina, State of, Department of
Cumberland, County of (PA)	OCM Boces
Dauphin, County of (PA)	Osborne, Ester Louise
Delaware, County of (PA)	Payne's Tool & Supply Inc.
Erie One BOCES	Pennsylvania, Commonwealth of, Office of
Florida, State of, Phone Recovery Services	Attorney General, Bureau of Consumer
Genesee Valley Educational Partnership	Protection
Graham, Cindy	Pennsylvania, Commonwealth of, Public
Graham, Larry	Utility Commission
Greene, David S.	Pennsylvania, Commonwealth of, Public
Gwinnett, County of (GA)	Utility Commission, Office of Consumer
Hamilton, County of (TN), Emergency	Advocate
Communications District	Pocahontas, County of (IA), Joint E911
iNet Solutions Group LLC	Service Board
Iowa, State of, Department of Commerce,	Pope, Jerry

Randolph Central School District (NY)
RE/MAX LLC
Reeder, Carl
Rhode Island, State of, Phone Recovery
Services
Richard, Shipley,
Rodgers, Jim
Rofaeilnakhal, Melad L.
Rover Pipeline LLC
SAETEC Inc.
Shelton, Ricky
Sherrie, Shipley
Simon's Agency Inc.
Sisvel International SA
Skiffington, Tom

Tindle, Bobbie
Tutty
University of Texas Health Science Center,
University Staff Advisory Council
Utiliquet LLC
Utilities Board
Velazquez, Shayla
Warner Music Group Inc.
Washington Street Holdings
Washington, County of (PA)
Webster, Jody
Westmoreland, County of (PA)
Williams, Tyler Kieron
Yadegarian
York, County of (PA)

SCHEDULE 1(M)

Professionals

AlixPartners
Davis Polk & Wardwell LLP
Evercore Group
Houlihan Lokey Inc.
Milbank LLP
Morrison & Foerster LLP
Paul Weiss Rifkind Wharton & Garrison LLP
Perella Weinberg Partners LP
Robbins Russell Englert Orseck Untereiner & Sauber LLP
Rothschild & Co.
Shearman & Sterling LLP

SCHEDULE 1(N)

Surety Issuers

Argonaut Insurance Co.
Aspen Insurance Co.
Berkley Insurance Co.
RFI Insurance Co.

SCHEDULE 1(O)

Top 50 Creditors

Accedian Networks Inc.	Globe Communications Inc.
Actiontec Electronics	Housley Communications Inc.
Actiontec Electronics Inc.	Infinera Corp.
ADTRAN Inc.	LEC Services Inc.
AT&T Corp.	Level 3 Communications Inc.
AT&T Inc.	Level 3 Communications LLC
AT&T Pro Cabs	Lightower Fiber Networks
BellSouth LLC	Metaswitch Networks
BellSouth Pro Cabs	Metaswitch Networks Ltd.
CBRE Group Inc.	Microsoft Corp.
CBRE Inc.	Mitel Technologies Inc.
Centurylink Communications LLC	MP Nexlevel LLC
CenturyLink Inc.	Output Services Group Inc.
Charter Communications Inc.	Prodapt Solutions
Ciena Corp.	Prodapt Solutions Pte. Ltd.
Comcast Corp.	Qwest Corp.
Commscope Technologies LLC	T3 Wireless Inc.
Comsys Information Technology Services Inc.	Tata Consultancy Services Ltd.
Conduent Commercial Solutions LLC	Time Warner Cable
Cox Communications Inc.	Time Warner Cable LLC
Duke Energy Corp.	Trawick Construction Co.
Element Financial Corp.	Trawick Construction Co. Inc.
Ensono LP	Triple D Communications
Equinix Inc.	Triple-D Communications LLC
Exclusive Networks USA	TW Telecom Inc.
Fast Track Construction Corp.	US Bank NA
Fast Track Construction LLC	USIC Inc.
Fibertech Networks LLC	USIC LLC
Forsythe Solutions Group Inc.	Velocloud Networks Inc.
Frontier Communications Corp.	Verizon
General Datatech LP	Verizon Communications Inc.
	Zayo Group Holdings Inc.

SCHEDULE 1(P)

Unions

Communications Workers of America

International Brotherhood of Electrical Workers

SCHEDULE 1(Q)

Vendors

10005 Monroe Road LLC	Automatic Protection Systems Corp.
14 So Williamsport Holdings LLC	Avalara Inc.
1450 Center Point Office LLC	Avaya Inc.
151 MLK Blvd. LLC	Axia NGNetworks USA Inc.
1814 W Tacoma St LLC	Bandwidth Inc.
3M Telecom Products Division	Bank of America Corp.
401 North Broad Lessee LLC	BDC Group, The
A Meredith Schneider Co. LLC	Bellsouth LLC
Accedian Networks Inc.	Bellsouth Pro Cabs
Acquire BPO Inc.	Blackall Mechanical Inc.
Actiontec Electronics Inc.	Bloomtek LLP
ADTRAN Inc.	Blue Sky Telecommunication Ltd.
Advanced Data & Telecom Solutions LLC	BlueStream Professional Services LLC
Advanced Media Technologies Inc.	Bond Schoeneck & King PLLC
AFL Telecommunications LLC	Brightlink Communications LLC
Air Force One Inc.	Broadsoft Inc.
Akinnovate	Btc Block 20 Partnership LP
Alaska Communications	Burwood Group Inc.
Alcatel-Lucent SA	Byers Engineering Co.
Alex Park South LLC	CA Inc.
All Access Telecom Inc.	Cablemasters Construction Inc.
Alliance Communications Cables Inc.	Cablevision Lightpath Inc.
Alliant Energy Corp.	Calix Inc.
Allied Universal	Capgemini US LLC
Alpha Technologies Ltd.	CareerBuilder LLC
Alpheus Communications LP	Carrier Services Group Inc.
Altec Capital Services LLC	CBRE Inc.
Amazon Web Services Inc.	CCI Systems Inc.
Ameren Corp.	CenturyLink Communications LLC
American Electric Power Co. Inc.	Centurytel Service Group LLC
Amicalola EMC	Cequel Communications LLC
Apex Advertising Inc.	Cetrulo LLP
AppDirect Canada Inc.	Challenger Gray & Christmas Inc.
AppliedLogix LLC	Charles Industries Ltd.
Aptitude Software Inc.	Charter Communications Inc.
Associated Tele Networking Inc.	Charter Fiberlink LLC
AT&T	China Telecom (Americas) Corp.
AT&T Pro Cabs	CHR Solutions Inc.
Atlantic Broadband Finance LLC	CIENA Communications Inc.
Atlassian Pty Ltd.	Cincinnati Bell Inc.
Audiocodes Ltd.	Cisco Systems Capital Corp.
Aureon	Clearfield Inc.

Colo Properties Atlanta LLC
Columbia North Carolina Morrocroft Office
Properties LLC
Column Technologies Inc.
Comcast Phone LLC
Commercial & Residential Services
CommScope Technologies LLC
Communication Data Link LLC
Communication Services Inc.
Comsearch Inc.
Comsys Information Technology Services
Inc.
Concentrix Corp.
Conduent Commercial Solutions LLC
Consolidated Communications Holdings
Inc.
Consolidated Fire Protection
Construction Specialists Ltd.
Cornerstone Communications Inc.
Corning Cable Systems LLC
Cox Communications Inc.
Cox Media Group Inc.
Creation Technologies LP
Credit Solutions LLC
CreditGUARD of America
Crestmark Equipment Finance Inc.
Crown Castle USA Inc.
Custom Underground Inc.
Cygnus Systems Inc.
Cyient Inc.
DAR Enterprises LLC
Datalink Corp.
Datatrend Technologies Inc.
Dell Computer Corp.
Dell EMC
Dickson Flake Partners Inc.
Digital Greenspoint LP
DISH Network Corp.
Dispatch Inc.
DMH Technologies Inc.
DQE Communications LLC
Draftpros Inc.
Duff & Phelps LLC
Duke Energy Corp.
E&M Communications Inc.
East Central Oklahoma Electric Coop Inc.

Eleven Software Inc.
Elite HVAC Services LLC
Elite Technologies & Communications Inc.
Elk Property Management Ltd.
Empirix Inc.
En Pointe Technologies Sales Inc.
EnerSys
Ensono LP
Entergy Corp.
Enterprise Fleet Management Inc.
enVista LLC
Epes Logistics Services Inc.
Equifax Information Services
Equinix Inc.
Equinox Information Systems
Ernst & Young LLP
Exclusive Networks USA
Extensity
Fairpoint Communications Inc.
Fast Track Construction LLC
Fedex Corp.
Fiberlight LLC
Fibertech Networks LLC
Fidelity Information Services LLC
Firstlight Consulting Group Corp.
Flex Data Center LLC
Fluke Networks Inc.
Forrester Research Inc.
Forsythe Solutions Group Inc.
Fox Sports North
FPL
FPL Fibernet Holdings LLC
Frontier Communications Corp.
Frontier Telephone of Rochester Inc.
Fujitsu Network Communications Inc.
Fusion Risk Management Inc.
Future Telecom
G&L Utility Contractors Inc.
Gainesville Regional Utilities
Galleria Partners 1 LLC
GE Power Electronics Inc.
Gen5 Corp.
General Cable Corp.
General Datatech LP
General Dynamics Information Technology
Inc.

Georgia 811
Georgia Public Web Inc.
Gibson Technical Services Inc.
GLM DFW Inc.
Global Capacity
Global Crossing Telecommunications Inc.
Global Telecom & Technology Americas Inc.
GlobalLogic Inc.
Globe Communications Inc.
Granite Telecommunications LLC
Gray Television Group Inc.
Graybar Electric Co. Inc.
Greenberg Traurig LLP
Greenville Office Supply Co.
Greenville, City of (SC)
Greenville, City of (TX)
GTT Communications Inc.
Guaranteed Systems Inc.
H5 Capital-Atlanta LLC
Habersham Electric Membership Corp.
Hancock Reit Proscenium LLC
Henderson Services LLC
Henkels & McCoy Inc.
Hinduja Global Solutions Inc.
Hood Business Park LLC
Hostopia.com Inc.
Housley Communications Ltd.
Hubbell Premise Wiring Inc.
Hugh O'Kane Electric Co. Inc.
IBM Corp.
Impact Telecom Inc.
INCOMPAS
Infinera Corp.
Infor Global Solutions Inc.
Ingram Micro Inc.
Innovative Information Technologies Inc.
Insight Direct USA Inc.
Integrity Locating Services LLC
Inteleservices Inc.
Inteliquent Inc.
Interactive Communications International Inc.
Inter-Commercial Business Systems Inc.
Inteserra Consulting Group Inc.
Intradiem Inc.

Iron Mountain Information Management LLC
ITC Service Group Inc.
Jackson Electric Membership Corp.
JDH Contracting Inc.
Johnson Controls International PLC
Juniper Networks (US) Inc.
K&W Underground Inc.
KCH Trucking LLC
KCI Telecommunications LLC
Kentucky Utilities Co.
KGPCo
Kirshenbaum Bond Senecal & Partners LLC
Klaasmeyer Construction Co. Inc.
Knoah Solutions Inc.
Kosse Partners I LLC
KPMG LLP
KPP III CCT LLC
LEC Services LLC
Level 3 Communications LLC
Lexington-Fayette, County of (KY), Urban Government
Lighttower
Lighttower Fiber Networks II LLC
Lincoln Electric System
Lincoln, City of (NE) Treasurer
LinkedIn Corp.
LivePerson Inc.
LiveRamp Holdings Inc.
Lockton Cos. LLC
Low Co.
Luffman-Byers Telecom Inc.
Lumos Fibernet Inc.
MacLean Senior Industries LLC
Maloney, Gregory
Markley Boston LLC
MaveriConsulting LLC
McAfee Inc.
MCC Telephony LLC
MCI Inc.
MCI Worldcom
Mediacom Communications Corp.
Medlogix LLC
Metaswitch Networks Ltd.
Michels Corp.
Microsoft Licensing GP

Mimecast North America Inc.
Mission Technology Group LLC
Missouri Network Alliance LLC
Mitel Networks Corp.
Mitsubishi UFJ Lease & Finance (USA) Inc.
MNM Group Inc.
MP Nexlevel LLC
Mpower Communications Corp.
Multi-Management Services Inc.
Mydevices Inc.
Nasdaq Corporate Solutions LLC
National Strand Products Inc.
Nave Communications Co.
Nespon Inc.
Netgen Inc.
Network Supply Services Inc.
Networkfleet Inc.
Neustar Inc.
New Venture Telecommunication Services Inc.
New York, State of, Development Authority of the North County
Nichols Construction LLC
Niels Fugal Sons Co. LLC
Nieman Printing Inc.
Nitel Inc.
North Coast Conduit LLC
Norton Rose Fulbright
Novacoast Inc.
NuArx Inc.
OFS Fitel LLC
Olameter DPG LLC
Omaha Public Power District
Onesource Building Technologies, Inc.
Optelian Access Networks Corp.
Optical Communications Group
Optiv Security Inc.
Oracle America Inc.
ORR Protection Systems Inc.
OSI Hardware Inc.
Output Services Group Inc.
Overture Networks Inc.
PalmettoNet Inc.
Panther Real Estate LLC
PC Mall Sales Inc.
Pearce Services LLC

Peerless Network Inc.
Pente Consulting Group LLC
PHH Arval
Phoenix Communications Inc.
Pics Telecom Corp.
Piedmont 5 Wall Street Burlington LLC
Pinnacle Property Holdings LLC
Pivotal Global Capacity LLC
Positron Access Solutions Inc.
Power & Telephone Supply Co. Inc.
PowerPlan Inc.
Precision Utilities Group Inc.
Pricewaterhouse Coopers LLP
ProCom Consulting LLC
Prodapt North America Inc.
Prospect Communications Inc.
QTS Services Suwanee II LLC
Quad Investments 3000 LLC
Quarry Integrated Communications Inc.
Quickbase Inc.
Qwest Communications International Inc.
Radiant Communications Corp.
Rainbow Technology Corp.
Ramtech Software Solutions Inc.
RaRa Telecom Supply Inc.
Razorsight Corp.
Receivable Management Services LLC
Receivables Performance Management LLC
Regulus Group LLC
Resolve Systems LLC
RESPEC
Rincon Technology
Road America Motor Club Inc.
Rogers Promotional Marketing
RoundTower Technologies LLC
Rowe Line Construction Inc.
RTS Inc.
RXR SL Owner LLC
S&S Communications Inc.
SaaSafra LLC
Sailpoint Technologies Inc.
Salesforce.com Inc.
Scansource Catalyst Inc.
ScanSource Inc.
ScanSource Security Distribution Inc.
Schellman & Co. LLC

Seneca Building Partners LLC
Sequential Technology International LLC
Set Solutions Inc.
SHI International Corp.
Sho-Me Technologies LLC
Sidera Networks Inc.
Sigma Systems Canada LP
SITEL Corp.
SkyCreek Corporation
Somos Inc.
Southern California Edison Co.
Southern Company Services Inc.
Southern Light LLC
Spectrotel Inc.
SportSouth Network LLC
Sprinklr Inc.
Sprint Corp.
Star Construction LLC
STCC Assistance Corp.
Suntrust Equipment Finance & Leasing Corp.
Superior Essex Inc.
Swampfox Technologies Inc.
SWVP Orlando Office LLC
Synacor Inc.
SYNNEX Corporation
Synoptek LLC
T&M Investors VI LLC
T3 Wireless Inc.
Talk America Services LLC
Tata Consultancy Services Ltd.
TDS Metrocom LLC
Team SI
Tech Americas USA Inc.
Tech Mahindra Ltd.
TEGNA Inc.
Telcom Construction Inc.
Telecordia Technologies Inc.
TeleDynamics Communications Service Corp.
Telepacific Communications
TelStrat LLC
Telx Chicago Lakeside LLC
Templar Inc.
Tesinc LLC
Texas Excavation Safety System Inc.

TGT Maitland II LLC
TH Construction Inc.
Thomas & Betts Corp.
Thomson Reuters Tax & Accounting Inc.
TIBCO Software Inc.
TierPoint LLC
Tierpoint Midwest LLC
TII Network Technologies Inc.
Tim Simmons Electric Inc.
Time Warner Cable LLC
Time Warner Telecom Inc.
TMI Solutions
TNS Inc.
Tollgrade Communications Inc.
Touchwood Technologies Inc.
Tower On Main LLC
TPUSA, Inc.
TPUSA-FHCS Inc.
Transaction Network Services Inc.
Transtelco Inc.
Trawick Construction Co. Inc.
Tri Tower Telecom Corp.
Triple-D Communications LLC
True Office Learning Inc.
Tularosa Basin Telephone Co.
Tulsat Corp.
Turnkey Network Solutions Inc.
TVC Albany Inc.
TW Telecom Inc.
TWC Fifty-eight Ltd.
Twin City Printing & Litho Inc.
Tyco Integrated Security LLC
United States Postal Service
US Signal Co. LLC
USIC Locating Services LLC
Utah Telecommunication Open Infrastructure Agency
Utili-Link Inc.
UtiliQuest LLC
V2 Technology LLC
Velocity Technology Solutions III Inc.
Velocloud Networks Inc.
Verizon
Vertex Inc.
VIAVI Solutions Inc.
Vitria Technology Inc.

Voice Plus Ltd.
VTech Communications Ltd.
West Ninth Street Associates LP
West Safety Services Inc.
Westell Technologies Inc.
Western Union Financial Services Inc.
Westworld Telecom Corp.
Wilcon Depot Inc.
William Ziering Trust
Willis Towers Watson
Windstream Georgia LLC
Winncom Technologies Corp.
Wireless Services Center LLC
Worldwide Supply LLC
WOW! Internet Cable & Phone
Xerox Corp.
XO Communications LLC
Xtech Gear Inc.
Zayo Group LLC
Zoom Video Communications Inc.

Exhibit C

Engagement Letter



March 12, 2019

The Official Committee of Unsecured Creditors of
Windstream Holdings, Inc.
c/o James W. Grudus
AT&T Services, Inc.
One AT&T Way, Room 3A115
Bedminster, NJ 07921

Re: Agreement for Financial Advisory and Consulting Services

Dear Committee Members:

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLP ("AlixPartners") and The Official Committee of Unsecured Creditors (the "Committee") of Windstream Holdings, Inc., and certain of its affiliates and subsidiaries (the "Debtors"), for the engagement of AlixPartners to provide financial advisory and consulting services to the Committee with respect to the Debtors' Chapter 11 reorganization cases currently pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s) and General Terms and Conditions. The Committee and AlixPartners are each a "party," and together the "parties."

Objectives and Tasks

AlixPartners will provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners will likely perform is as follows:

- Review and evaluate the Debtors' current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Debtors' cash management, tax sharing and intercompany accounting systems, practices and procedures.
- Review and investigate: (i) related party transactions, including those between the Debtors and non-debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other pre-petition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Debtors estates may hold against third parties, including each other.



Windstream Holdings, Inc.
March 12, 2019
Page 2 of 11

- Analyze the Debtors' assets and claims, and assess potential recoveries to the various creditor constituencies under different scenarios, in coordination with the Committee's investment banker.
- Support the Committee's investment banker's evaluation of proposed asset sales, as required.
- Assist in the development and/or review of the Debtors' plan of reorganization and disclosure statement.
- Review and evaluate court motions filed or to be filed by the Debtors or any other parties-in-interest, as appropriate.
- Render expert testimony and litigation support services, including e-discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and court hearings as may be required in the role of advisors to the Committee.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

Staffing

David MacGreevey will be the managing director responsible for the overall engagement, assisted by a staff of consultants at various levels who have a wide range of skills and abilities related to this type of assignment. In addition, AlixPartners has relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

We will periodically review the staffing levels to determine the proper mix for this assignment. We will only use the necessary staff required to complete the requested or planned tasks.

Timing and Fees

AlixPartners commenced this engagement on March 12, 2019, subject to Bankruptcy Court Approval.

The Debtors shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.



Windstream Holdings, Inc.
March 12, 2019
Page 3 of 11

Terms and Conditions

The Committee agrees to all the terms of the Agreement, and the Committee agrees to use its best efforts, through the application for retention of AlixPartners, to have the Debtors provide an indemnification to AlixPartners and its principals, employees, subcontractors, representatives, agents and counsel, as set forth in Section 7 of the General Terms and Conditions, which provides that the Debtors will indemnify AlixPartners against certain claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement; provided, however, that such indemnification will be subject to the limitations detailed in the proposed order that will be attached to the AlixPartners retention application and, ultimately, in any order entered authorizing such retention.

* * *

AlixPartners

Windstream Holdings, Inc.
March 12, 2019
Page 4 of 11

If this letter correctly sets forth our agreement, please sign and return the enclosed copy of the Agreement.

This Agreement and the terms hereof are subject to Bankruptcy Court approval.

We look forward to working with you.

Sincerely yours,

ALIXPARTNERS, LLP

A handwritten signature in blue ink, appearing to read 'DMG', followed by a horizontal line.

David MacGreevey
Managing Director

Acknowledged and Agreed to:

On behalf of the Official Committee of Unsecured Creditors of Windstream Holdings, Inc.,
and certain of its affiliates and subsidiaries

By: /s/ James W. Grudus

James W. Grudus
AVP Senior Legal Counsel
AT&T Services, Inc., Co-Chair of the Committee

Dated: April 29, 2019



Schedule 1

Fees and Expenses

1. **Fees:** AlixPartners' fees will be based on the hours spent by AlixPartners personnel at AlixPartners' hourly rates, which are:

Managing Director	US\$990 – US\$1,165
Director	US\$775 – US\$945
Senior Vice President	US\$615 – US\$725
Vice President	US\$440 - US\$600
Consultant	US\$160 – US\$435
Paraprofessional	US\$285 – US\$305

AlixPartners reviews and revises its billing rates on January 1 of each year.

2. **Success Fee:** AlixPartners does not seek a success fee in connection with this engagement.
3. **Expenses:** In addition to the Fees set forth in this Schedule, the Debtors shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging and meals.
4. **Break Fee:** AlixPartners does not seek a break fee in connection with this engagement.
5. **Payment:** AlixPartners will submit monthly invoices for services rendered and expenses incurred. All invoices shall be due and payable immediately upon receipt.



Data Protection Schedule

Processing, Personal Data and Data Subjects

In connection with this Agreement, AlixPartners will not be receiving any Personal Data subject to the General Data Protection Regulation ((*EU* 2016/679) (the "GDPR") or any applicable legislation implementing any provisions of the GDPR as may be enacted time to time (together the "Data Protection Legislation").

AlixPartners, LLP
General Terms and Conditions

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

Section 1. Committee Responsibilities

The Committee will undertake responsibilities as set forth below:

1. Use all reasonable efforts to cause the Debtors to provide AlixPartners with (i) reliable and accurate detailed information, materials, and documentation concerning the Debtors; and (ii) access to management and other representatives of the Debtors as reasonably requested by AlixPartners.

2. Make decisions and take future actions, as the Committee determines in its sole discretion, on any recommendations made by AlixPartners in connection with this Agreement.

AlixPartners' delivery of the services and the fees charged are dependent on (i) the Committee's timely and effective completion of its responsibilities; and (ii) timely decisions and approvals made by the Committee's management.

Section 2. Billing, Payments and Taxes

Billing and Payments. All payments to be made to AlixPartners shall be due and payable upon delivery of invoice via wire transfer to AlixPartners' bank account, as shown on the invoice, subject to Bankruptcy Court Approval. All amounts invoiced are based on services rendered and expenses incurred to date, and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter. "Fees," as used in this Agreement, shall include all amounts payable by the Debtors to AlixPartners in accordance with Schedule 1, including any success fee or break fee, but excluding reimbursable expenses.

Taxes. AlixPartners' fees are exclusive of taxes or similar charges, which shall be the responsibility of the Debtors (other than taxes imposed on AlixPartners' income generally). If AlixPartners' fees are subject to any taxes, such as State sales tax, Goods and Services Tax/Harmonized Sales Tax or Value Added Tax, then AlixPartners will include such taxes on its invoices as separate line items.

Section 3. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, AlixPartners will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. AlixPartners will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business. Nothing in this Agreement is intended to create, nor shall be deemed

or construed to create a fiduciary or agency relationship between AlixPartners and the Committee.

AlixPartners is providing advisory and consulting services only, and will not make decisions for the Committee. While AlixPartners may from time to time suggest options available to the Committee, the ultimate decision as to such options rests with the Committee, and AlixPartners makes no promise or guarantee about the outcome of the Committee's matters.

AlixPartners is not an accounting firm and does not give accounting advice or guidance. While AlixPartners' work may involve analysis of accounting, business and other related records, this engagement does not constitute an audit in accordance with either generally accepted auditing standards or the standards of the Public Company Accounting Oversight Board or any other similar governing body.

AlixPartners is not authorized to practice law or provide legal advice. No services provided under this Agreement are intended to be, nor should be construed to be, legal services.

Section 4. Confidentiality

Each party shall use reasonable efforts, but in no event less effort than it would use to protect its own confidential information, to keep confidential all non-public confidential or proprietary information obtained from the other party during the performance of AlixPartners' services hereunder (the "Confidential Information"), and neither party will disclose any Confidential Information to any other person or entity, except as may be required by Bankruptcy Court order or otherwise agreed. "Confidential Information" includes the terms of this Agreement, non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of the Debtors, their subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, AlixPartners from making such disclosures of Confidential Information that AlixPartners reasonably believes are required by law or any regulatory requirement or authority to clear client conflicts. AlixPartners may also disclose Confidential Information to its partners, directors, officers, employees, independent contractors and agents who have a need to know the Confidential Information as it relates to the services being provided under this Agreement, provided AlixPartners is responsible for any breach of these confidentiality obligations by any such parties. AlixPartners may make reasonable disclosures of Confidential Information to third parties, such as the Committee's suppliers and/or vendors, in connection with the performance of AlixPartners' obligations and

AlixPartners, LLP
General Terms and Conditions

assignments hereunder, provided AlixPartners reasonably believes that such third party is bound by confidentiality obligations. In addition, AlixPartners will have the right to disclose to any person that it provided services to the Committee and a general description of such services, but shall not provide any other information about its involvement with the Committee. The obligations of the parties under this Section 4 shall survive the end of any engagement between the parties for a period of three (3) years.

Work Product (as defined in Section 5) may contain AlixPartners proprietary information or other information that is deemed to be Confidential Information for purposes of this Agreement, and the parties may not want to make public. Therefore, the parties acknowledge and agree that (i) all information (written or oral), including advice and Work Product (as defined in Section 5), generated by AlixPartners in connection with this engagement is intended solely for the benefit and use of the Committee in connection with this Agreement, and (ii) no such information shall be used for any other purpose or disseminated to any third parties, or, quoted or referred to with or without attribution to AlixPartners at any time in any manner or for any purpose without AlixPartners' prior approval (not to be unreasonably withheld or delayed), except as required by law. The Committee may not rely on any draft or interim Work Product.

Section 5. Intellectual Property

All analyses, final reports, presentation materials, and other work product (other than any Engagement Tools, as defined below) that AlixPartners creates or develops specifically for the Committee and delivers to the Committee as part of this engagement (collectively known as "Work Product") shall be owned by the Committee and shall constitute Committee Confidential Information as defined above. AlixPartners may retain copies of the Work Product and any Confidential Information necessary to support the Work Product subject to its confidentiality obligations in this Agreement. In addition, the Committee acknowledges and agrees that before submitting its Work Product to the Committee, it may be necessary and appropriate for AlixPartners to review certain information with the Debtors or its advisors for accuracy and validity.

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, templates, models, utilities and other intellectual property that AlixPartners has created, acquired or developed or will create, acquire or develop (collectively, "Engagement Tools"), are, and shall be, the sole and exclusive property of AlixPartners. The Committee shall not acquire any interest in the Engagement Tools other than a limited, worldwide, perpetual, non-transferable license to use the Engagement Tools to the extent they are contained in the Work Product.

The Committee acknowledges and agrees, except as otherwise set forth in this Agreement, that any Engagement Tools provided to the Committee are provided "as is" and without any warranty or condition

of any kind, express, implied or otherwise, including, implied warranties of merchantability or fitness for a particular purpose.

Section 6. Framework of the Engagement

The Committee acknowledges that it is retaining AlixPartners solely to assist and advise the Committee as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement.

Section 7. Indemnification and Other Matters

The Committee agrees to use its best efforts, through the application for retention of AlixPartners, to have the Debtors provide an indemnification to AlixPartners Parties (defined below), whereby:

The Debtors shall indemnify, hold harmless and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement. The Debtors shall pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel. If, in the opinion of counsel, representing both parties in the matter covered by this indemnification creates a potential conflict of interest, the AlixPartners Parties may engage separate counsel to represent them at the Debtors' expense.

The Debtors' indemnification obligations in this Section 7 shall be primary to, and without allocation against, any similar indemnification obligations that AlixPartners may offer to its personnel generally.

AlixPartners is not responsible for any third-party products or services separately procured by the Committee. The Committee's sole and exclusive rights and remedies with respect to any such third party products or services are against the third-party vendor and not against AlixPartners is instrumental in procuring such third-party product or service.

Section 8. Governing Law and Arbitration

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall

AlixPartners, LLP
General Terms and Conditions

issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may proceed directly to a court of competent jurisdiction to enforce the terms of this Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under this Agreement, or (ii) the non-performance of obligations under Section 7.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

Section 9. Termination and Survival

The Agreement may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any Fees and expenses due under the provisions of the Agreement (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Additionally, unless the Agreement is terminated by the Committee due to AlixPartners' material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) AlixPartners shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

Section 10. Limitation of Liability

THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE TO THE COMMITTEE, THE COMMITTEE MEMBERS, THE DEBTORS, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE DEBTORS, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF ALIXPARTNERS. THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ALIXPARTNERS PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES PAID TO ALIXPARTNERS FOR SERVICES UNDER THIS AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THIS AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP"). The Liability Cap is the total limit of the AlixPartners Parties' aggregate liability for any and all claims or demands by anyone pursuant to this

Agreement, including liability to the Debtors, to any other parties hereto, and to any others making claims relating to the work performed by AlixPartners pursuant to this Agreement. Any such claimants shall allocate any amounts payable by the AlixPartners Parties among themselves as appropriate, but if they cannot agree on the allocation it will not affect the enforceability of the Liability Cap. Under no circumstances shall the aggregate of all such allocations or other claims against the AlixPartners Parties pursuant to this Agreement exceed the Liability Cap.

Section 11. General

Equitable Remedies. Each party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each party agrees that the non-breaching party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, then it shall be deemed modified or restricted to the extent and in the manner necessary to render the same valid and enforceable.

Severability. If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

Entire Agreement. This Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the parties relating to the services to be rendered by AlixPartners and supersedes any other communications, agreements, understandings, representations, or estimates among the parties (relating to the subject matter hereof) with respect to such services. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the parties. AlixPartners is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

Related Matters. If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to this Agreement, the Committee shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under this engagement. The Committee will reimburse AlixPartners' for the reasonable fees and expenses of such independent legal counsel.

Third-Party Beneficiaries. The AlixPartners Parties shall be third-party beneficiaries with respect to Section 7 hereof.

AlixPartners, LLP
General Terms and Conditions

Notices. All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP
2000 Town Center, Suite 2400
Southfield, MI 48075
Attention: General Counsel

and if to the Committee, to its retained counsel. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

Section 12. Bankruptcy Related Matters

The Committee shall apply promptly to the Bankruptcy Court for approval of the Committee's retention of AlixPartners under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners shall have no obligation to provide services unless AlixPartners' retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Committee shall assist, or cause their counsel to assist, with filing, serving and noticing of papers related to AlixPartners' fee and expense matters.

The Committee and AlixPartners agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under this engagement. The Committee will reimburse AlixPartners' for the reasonable fees and expenses of such independent legal counsel.

AlixPartners acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

If AlixPartners finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) AlixPartners will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that AlixPartners is involved in providing services on behalf of the Committee; and (iii) the I/C must represent that he/she will not work for the Committee or other parties in interest in this case during the time AlixPartners is involved in providing services to the Committee. AlixPartners' standard practice is to charge for an I/C's services at the rate equal to the compensation provided by AlixPartners to such I/C.

Section 13. Data Protection

All capitalized terms used in this Section and not otherwise defined in this Agreement shall have the meanings given to them in the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") and all applicable legislation implementing any provisions of the GDPR as may be enacted from time to time (together the "Data Protection Legislation").

The parties acknowledge and agree that, in performing services pursuant to this Agreement, AlixPartners may from time to time be required to Process certain Personal Data on behalf of the Committee. In such cases: (1) the Committee will ensure that it is lawfully permitted to transfer the Personal Data to AlixPartners for the purposes of AlixPartners performing services under this Agreement; and (2) AlixPartners shall (i) act as the Committee's Processor for the purposes of the Data Protection Legislation; (ii) only Process such Personal Data in accordance with the Committee's written instructions (including when making an international transfer of Personal Data) unless required to do so by law; (iii) implement appropriate technical and organisational measures to reasonably protect that Personal Data against unauthorized or unlawful Processing and accidental, unauthorized or unlawful loss, destruction, alteration, damage, disclosure or access; and (iv) obtain commitments from all AlixPartners' personnel who have access to and/or Process such Personal Data to keep such Personal Data confidential.

If AlixPartners is Processing Personal Data relating to individuals located in the EU or otherwise subject to the Data Protection Legislation, (x) AlixPartners and the Committee shall each comply with all relevant provisions of the Data Protection Legislation, and (y) the nature and extent of such Processing shall be set out in the GDPR Data Protection Schedule of this Agreement. AlixPartners shall, in relation to any Personal Data processed by AlixPartners in connection with this Agreement: (1) at the Committee's cost, assist the Committee in complying with its obligations as the Controller (or as Processor, as the case may be) of the Personal Data, to respond to requests from Data Subjects exercising their rights set out in Articles 12 to 22 of the GDPR; (2) notify the Committee without undue delay on becoming aware of a Personal Data Breach; (3) upon termination or expiration of this Agreement, at the written direction of the Committee either delete or return any Personal Data and any copies thereof to the Committee (except to the extent AlixPartners is required by law to retain such Personal Data, and except for Personal Data located on AlixPartners' disaster recovery or backup systems where it will be destroyed upon the normal expiration of the backup files); and (4) maintain appropriate records to demonstrate compliance with this Section. AlixPartners is part of an international business, headquartered in the United States of America ("US"). AlixPartners may in the ordinary course of its business, including the performance of the services under this Agreement, transfer Personal Data received outside the US to its US-based affiliates. AlixPartners' US-based affiliates are certified under the EU-US

Privacy Shield framework and any transfer of Personal Data from outside the US to its US-based affiliates will be transferred subject to, and in accordance with, the Privacy Shield requirements. AlixPartners' entities located in the EU have also entered into standard data protection clauses (in accordance with Article 46.2 (c) of the GDPR) with their non-EU-based affiliates. The Committee acknowledges and agrees that AlixPartners, as reasonably required for the performance of the services pursuant to this Agreement, be permitted to transfer Personal Data to its affiliates, subject to, and in accordance with, the Privacy Shield requirements and/or the aforementioned standard data protection clauses. Except as allowed above, AlixPartners shall not transfer any Personal Data received in the EU and subject to the Data Protection Legislation outside of the European Economic Area without the prior written consent of the Committee.

The Committee consents to AlixPartners appointing third party Processors of Personal Data under this Agreement. AlixPartners confirms that it will enter into a written agreement with any third-party Processor prior to supplying them with the Personal Data, incorporating terms which are substantially similar to those set forth in this Section. As between the Committee and AlixPartners, AlixPartners shall remain fully liable for all acts or omissions of any third-party Processor appointed by AlixPartners pursuant to this paragraph.