

Fill in this information to identify the case:

Debtor Windstream Holdings, Inc.

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 19-22312

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>10X COMMUNICATIONS</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>10X COMMUNICATIONS</u> <u>249 WEST 34TH STREET SUITE 305</u> <u>NEW YORK, NY 10001, USA</u> Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>2122794400</u> Contact email <u>zev@10xcommunications.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 11432 ____

7. How much is the claim? \$ 6000.00 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Commissions earned on Agent accounts

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☒ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 1800.00

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/04/2019
MM / DD / YYYY

/s/Zev Cohen
Signature

Print the name of the person who is completing and signing this claim:

Name Zev Cohen
First name Middle name Last name

Title Managing Partner

Company 10X Communications
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 249 West 34th Street, Suite 305, New York, NY, 10001, USA

Contact phone 2122794400

Email zev@10xcommunications.com



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

Debtor: 19-22312 - Windstream Holdings, Inc. District: Southern District of New York, White Plains Division		
Creditor: 10X COMMUNICATIONS 249 WEST 34TH STREET SUITE 305 NEW YORK, NY, 10001 USA Phone: 2122794400 Phone 2: 2122794410 Fax: 2122794411 Email: zev@10xcommunications.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Commissions earned on Agent accounts	Last 4 Digits: Yes - 11432	Uniform Claim Identifier:
Total Amount of Claim: 6000.00	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(4): 1800.00	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Zev Cohen on 04-Jun-2019 9:13:35 a.m. Eastern Time Title: Managing Partner Company: 10X Communications		
Optional Signature Address: Zev Cohen 249 West 34th Street Suite 305 New York, NY, 10001 USA Telephone Number: 2122794400 Email: zev@10xcommunications.com		



March 28, 2014

10X Communications, LLC
PAETEC Reference #279396
109 West 38th Street, 10th Floor
New York, NY 10018

Re: Evergreen Status of Commissions earned under previous PAETEC Sales Agent Agreement

Dear Zev:

It has been raised to my attention that you have some concern around Windstream's commitment and legal obligation to continue the practice of paying commissions you earned on revenue secured under your previous PAETEC Sales Agent Agreement. I wanted to write you to clarify our interpretation of the relevant contract language and ensure you that Windstream will maintain that practice as our commitment to you and our legal obligation.

Pursuant to paragraph 6(b) in the PAETEC Sales Agent Agreement (the "Agreement"), Windstream will continue to pay the Agent the commissions earned under the Agreement for as long as those customers remain customers of Windstream except in cases where we terminate the Agent's Agreement for any of the following activity:

- breach of the Agreement (as described in paragraph 2(b));
- or because of the Agent's misrepresentation, fraudulent activity, or Agent's interference with a current customer (as described in paragraph 2(c)).

As long as the Sales Agent Agreement is not terminated for either of these two bullet points above, then Windstream will continue to pay commissions for the duration of the relevant customers' relationship with Windstream. If you have any further questions, please feel free to contact your Windstream Channel Manager.

Very truly yours,

A handwritten signature in black ink, appearing to read "Josh Farmer", with a stylized flourish at the end.

Josh Farmer
Counsel
Windstream Communications

cc: Ryan Marte
Keith Connolly
Andrew Goetz