

July 10, 2019

VIA E-MAIL & ECF

The Honorable Robert D. Drain

United States Bankruptcy Court
Southern District of New York
300 Quarropas Street
White Plains, NY

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Re: In re Windstream Holdings, Inc., et al. - Case No. 19-22312 (RDD)

Dear Judge Drain:

We represent UMB Bank, National Association, solely in its capacity as indenture trustee ("UMB Bank") under that certain indenture dated as of December 13, 2017 between it and Windstream Services, LLC ("Services") and Windstream Finance Corp. as co-issuers of 8.75% Senior Notes due 2024, and U.S. Bank National Association, solely in its capacities as indenture trustee ("U.S. Bank," and together with UMB Bank, the "Trustees") under (i) that certain indenture dated as of October 6, 2010 between it and Services as issuer of 7.75% Senior Notes due 2020, (ii) that certain indenture dated as of March 28, 2011 between it and Services as issuer of 7.75% Senior Notes due 2021, (iii) that certain indenture dated as of November 22, 2011 between it and Services as issuer of 7.50% Senior Notes due 2022, (iv) that certain indenture dated as of March 16, 2011 between it and Services as issuer of 7.50% Senior Notes due 2023, and (v) that certain indenture dated as of January 23, 2013 between it and Services as issuer of 6.375% Senior Notes due 2023. Collectively, the Trustees represent approximately 75 percent of the Debtors' scheduled prepetition unsecured claims.

We write to request a telephonic conference with the Court to discuss a discovery issue that has arisen with respect to the Trustees' Motion to Strike Master Lease from Schedules and Modify Cash Management Order [Dkt. No. 728] (the "Motion"), filed on June 28, 2019. In particular, the Trustees seek the Court's assistance with respect to the Debtors' refusal to comply with discovery requests served by the Trustees in connection with their Motion.

In the Motion, the Trustees raise two objections. First, they object to the Debtors' assertion, contained in their Schedules filed on May 10, 2019, that the Master Lease with Uniti is an unexpired lease of non-residential real property. In the Trustees' view, it is not, and the Court should strike that contract from the Schedules. Second, the Trustees object to the Debtors' continued payments of more than \$54 million per month to Uniti in the form of purported "rent" under the Master Lease. To the extent that the Master Lease is not a true lease, Section 365(d)(4) does not require continued post-petition payments to Uniti that are being funded out of unsecured



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Honorable Robert D. Drain
July 10, 2019

creditors' recoveries. The Motion is currently scheduled to be heard at the Omnibus Hearing on July 26, 2019.

When the Trustees filed the Motion, the Trustees also served a first set of document requests and a deposition notice on the Debtors seeking discovery in connection with the Motion and offered to have a discussion over the scope and timing of their prospective responses.¹ On July 2, 2019, in lieu of engaging with the Trustees, the Debtors filed a "Preliminary Objection" to the Motion [Dkt. No. 746] (the "Objection"). In that pleading, the Debtors assert that the Motion is procedurally defective because, in their view, the Debtors are the only party-in-interest in the Cases that have legal standing to object to the propriety of inter-Debtor loans, or to their characterization in the Schedules that the Master Lease is an unexpired lease of non-residential real property. The Debtors further state in the Objection that, "[i]n light of the impropriety of the Motion itself, the Debtors do not intend to respond to the Indenture Trustees' proposed discovery and expect that such requests will be withdrawn." (See Objection ¶ 7, n.5). Counsel for the Trustees immediately sought clarification regarding that assertion and requested dates and times for a meet and confer. On July 3, the Debtors removed any ambiguity regarding their intentions and amplified that they "will not engage in discovery on a defective action. Thus, there is no need for a meet and confer." (July 3, 2019 Email from R. Howell to J. Winters, attached hereto as Exhibit B)

The Debtors' refusal to respond to pending discovery requests is improper. In light of the Debtors' objection and the various joinders to it, the Motion is now a contested matter governed by Bankruptcy Rule 9014. That Rule plainly provides for the automatic application of Bankruptcy Rules 7026, 7030 and 7034 which, in tandem, create a process by which parties can seek, and can object to, document requests and deposition notices. Those rules do not permit a litigant (1) to decide unilaterally which assertions in a contested matter are "dubious" and which are "compelling" and (2) to refuse to respond to properly served discovery requests based on their conviction that a court will ultimately rule in their favor on a standing defense. To that end, the Trustees believe that the Court should compel the Debtors to respond to the discovery requests or be barred from offering any evidence at the hearing on the Motion.

The discovery sought in the document requests is directly relevant to the determination as to whether the Debtors need to continue to pay a substantial portion of their post-petition free cash flow to Uniti and whether the Master Lease is, in fact, a lease at all. In particular, the requests seek documents from the Debtors relating to each of the factual considerations the Second Circuit Court of Appeals has directed should be taken into account in determining whether a prepetition contract denominated as a lease is, in fact, a "lease of non-residential real property" governed by section 365 of the Code.

The discovery sought is also directly proportional to an issue that the Debtors have called the "touchstone gating item for being able to file and confirm a plan of reorganization." (June 17, 2019 Hr'g Tr. at 12:11-17). Indeed, in their Objection, the Debtors assert that they "have been

¹ A copy of the document request is attached hereto as Exhibit A. Contemporaneously with the filing of the Motion, the Trustees circulated to the Debtors a proposed scheduling order that would have moved out objection deadlines, created more time for the parties to engage in fact and expert discovery on the factual issues, and still allowed the Court to hear and decide the Motion by mid-September.

Honorable Robert D. Drain
July 10, 2019

conducting an extensive and ongoing investigation into claims and causes of action against Uniti” and that “[t]hrough this investigation, the Debtors have determined that they hold a compelling recharacterization claim related to the Uniti Master Lease.” Given the existence of an “ongoing investigation,” the Debtors can hardly claim an undue burden in, at the very least, producing the documents that they have gathered and reviewed in conducting such investigation.

Finally, the discovery sought is needed to address a matter of immediate concern. As the Debtors note in their Objection, they are currently in the process of “engaging in commercial discussions with Uniti regarding potential changes to the relationship between the parties and, correspondingly, amendments to the Master Lease.” What the Debtors do not note in their Objection is that these discussions are all being conducted by the legal and financial advisors hired by the management team that was directly involved in the spin-off of Uniti and the creation of the Master Lease. The “independent board committee” that the Debtors have touted as the overseer of the lease negotiations does not have its own advisors, and the Debtors have refused to allow the Official Committee or any of the creditor parties that will be affected by the outcome of the Debtors’ efforts, including the Trustees, to attend. This state of play is particularly inappropriate given that the Debtors have determined to defer any litigation over what they call the “compelling recharacterization claim” unless and until their lease modification and assumption negotiations fail.

Essentially, the Debtors present posture is that (1) the Master Lease has been scheduled as a true lease, (2) the Debtors are the only party with standing to litigate their characterization of that contract, and (3) they will not litigate unless and until the parties who constructed the Master Lease cannot reach agreement on acceptable terms with their counterparties to that prepetition transaction. That approach, beyond being unfair and procedurally unsound, is potentially harmful to the estates. Every day that the Debtors defer preparing, or at least participating in, a litigation over the Master Lease makes it less likely that their “compelling claims” can ever be asserted (and correspondingly puts more leverage in Uniti’s hands). As it stands, September 23, 2019 is the current assumption/rejection deadline for the Master Lease. By that date, the Debtors will have already dissipated nearly \$400 million in cash from the estates in the form of post-petition “rent” payments to Uniti, making it more, not less, difficult to fund recoveries for unsecured creditors in a consensual plan of reorganization. Further, if the issue is not resolved by September 23, the Debtors will have little choice but to assume the Master Lease or allow a deemed rejection. In the latter scenario, the Debtors will be forced to litigate their “compelling” claims while simultaneously wondering whether Uniti will attempt to seize the Leased Property, thereby creating uncertainty for the Debtors, creditors, customers, vendors and regulators as the litigation plays out. In short, the litigation cannot wait and, as part of that process, the Debtors need to comply promptly with their discovery obligations.

We thank the Court for its attention to this matter and are available for a conference at the Court’s convenience.

Honorable Robert D. Drain
July 10, 2019

WHITE & CASE

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Christopher Shore', with a stylized, flowing script.

J. Christopher Shore

T +212-819-8394
E cshore@whitecase.com

cc: Stephen E. Hessler (shessler@kirkland.com)
Brian S. Hermann (bhermann@paulweiss.com)
Dennis F. Dunne (ddunne@milbank.com)
Lorenzo Marinuzzi (lmarinuzzi@mofo.com)

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

WINDSTREAM HOLDINGS, INC., *et al*,¹

Debtors.

)
)
) Case No. 19-22312 (RDD)
)
) (Jointly Administered)
)
)

FIRST REQUEST FOR DOCUMENTS TO THE DEBTORS

Pursuant to Federal Rules of Bankruptcy Procedure 7026, 7030 and 9014 and Federal Rules of Civil Procedure 26 and 34, UMB Bank, National Association, solely in its capacity as indenture trustee and U.S. Bank National Association, solely in its capacity as indenture trustee, (collectively, the “Trustees”) hereby request that Windstream Holdings, Inc. (“Holdings”) and its affiliated debtors (collectively, the “Debtors”) produce true and correct copies of the following documents by July 12, 2019 at 4:00 p.m. (prevailing Eastern Time) or a date and time to be determined in accordance with an agreed scheduling order, at the undersigned counsel’s office in New York, or at another mutually-agreeable time or location with sufficient time for use during deposition.

DEFINITIONS

For the purposes of these Document Requests, the following Definitions shall apply:

1. “Bankruptcy Code” means title 11 of the United States Code, as amended.
2. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern

District of New York or such other court as is presiding over the Chapter 11 Cases.

¹ The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. A complete list of the debtor entities and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kcellc.net/windstream>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

3. “Chapter 11 Cases” means the voluntary chapter 11 cases commenced on February 25, 2019 by the Debtors in the Bankruptcy Court.

4. “Communication” means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomsoever made, and including without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, consultations, agreements, and other understandings.

5. “Concerning,” “regarding,” “in connection with,” “relating to,” and/or “referring to” shall be construed to mean, without limitation, relating to, referring to, describing, evidencing, constituting, discussing, supporting, pertaining to, containing, analyzing, evaluating, studying, recording, showing, memorializing, reporting on, commenting on, mentioning, reviewed in conjunction with, setting forth, contradicting, refuting, considering, or recommending, in whole or in part.

6. “Debtors” means, collectively, Holdings and its affiliated debtors, which filed voluntary chapter 11 petitions under the Bankruptcy Code commencing the Chapter 11 Cases, and any of their respective current or former affiliates, subsidiaries, parent corporation, predecessors, or successors entitles; and all of their respective current or former directors, officers, employees, agents, attorneys, advisors, and representatives.

7. “Document” means any printed, written, typed, recorded, transcribed, taped, photographic, or graphic mater, however produced or reproduced, including, but not limited to: any letter, correspondence, or communication of any sort; film, print or negative of photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, text message, instant message,

Bloomberg message, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act or activity; projection, work paper, or draft; computer or compute network output or input, hard or floppy disc, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, or register, canceled check, deposit slip, charge slip, tax return (income or other), requisition, file, study, graph, tabulation, and any and all other writings and recording of whatever nature, whether signed or unsigned or transcribed, and any other data compilation from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonable usable form; including, without limitation, all things meeting the definition of “Documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writings and recordings” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks such as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

8. “Including” means “including, without limitation” or “including, but not limited to.”

9. “Leased Property” means the network assets transferred in the Spin-Off, as defined in the Master Lease.

10. “Master Lease” means the master lease agreement Uniti and its subsidiaries, collectively as “Landlord,” and Holdings, as “Tenant,” entered into contemporaneously with the Spin-Off.

11. “Relate” and its variants encompass the terms “refer,” “reflect,” “constitute,” “evidence,” “in connection with,” and “concern” and shall be construed to bring within the scope of the Document Request, as applicable, all documents and information that comprise, evidence, constitute, describe, explicitly or implicitly refer to, were reviewed in conjunction with, or were generated as a result of the subject matter of the Document Request, as applicable, including, but not limited to, all documents and information that reflect, record, memorialize, discuss, evaluate, consider, review, report, or otherwise evidence the existence of the subject matter of the Document Request, as applicable.

12. “SDNY Litigation” refers to the prepetition litigation in the United States District Court for the Southern District of New York resulting in the decision by Judge Jesse M. Furman on February 15, 2019, titled U.S. Bank National Ass’n v. Windstream Services, LLC, No. 1:17-cv-07857-JMF (S.D.N.Y. 2017).

13. “Separation and Distribution Agreement” means the agreement dated March 26, 2015, between Holdings, Services and Uniti to effectuate the Spin-Off.

14. “Services” means Windstream Services, LLC.

15. “Spin-Off” means the transaction Services’ board determined that Windstream could structure in or about 2013, whereby Services and its subsidiaries would “sell” their copper and fiber optic cable and associated real estate assets to a newly formed corporate entity and then immediately “lease” back such property for use in Windstream’s business.

16. “Transferor Subsidiaries” means the subsidiary Debtors that purportedly “sold” the Leased Property to Uniti.

17. “Uniti” means Uniti Group, Inc. and any of its respective current or former affiliates, subsidiaries, parent corporations, predecessors, or successor entities.

18. “You” and “your” shall mean and refer to any of the Debtors and any of their respective current or former affiliates, subsidiaries, parent corporations, predecessors, or successor entities and all of their respective current or former directors, officers, employees, agents, attorneys, advisors, and representatives.

INSTRUCTIONS

The preceding Definitions apply to each of these Instructions and for purposes of these Document Requests; the following Instructions shall be followed:

1. In accordance with Rule 34(a) of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, the Document Requests shall be deemed to include any document now or at any time in your possession, custody, or control, including, but not limited to, documents in the possession, custody, or control of any your current or former affiliates, subsidiaries, parent corporations, predecessors, or successor entities and all of their respective current or former directors, officers, employees, agents, attorneys, advisors, and representatives, or other person acting or purporting to act on its or their behalf. A document is deemed to be in your possession, custody, or control if it is in your physical custody, or if it is in the physical custody of any other person or entity and you: (i) own such document in whole or in part; (ii) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any terms; (iii) have an understanding, express or implied, that you may use, inspect, examine, or copy such document when you sought to do so, or (iv) as a practical matter, have been able to use, inspect,

examine or copy such document on any terms. If any requested document was, but no longer is, in your control, state the disposition of each such document.

2. As the term “possession” pertain to e-mails, the term includes, but is not limited to, e-mails contained in your electronic e-mail directories containing (i) “deleted” e-mails which have not been permanently deleted, including all subdirectories irrespective of the title of such subdirectories; (ii) “sent” e-mails, including all subdirectories irrespective of the title of such subdirectories; and (iii) “received” e-mails, including all subdirectories irrespective of the title of such subdirectories.

3. The word “all” shall also include “each of,” and vice versa. The word “any” shall be construed to mean “any and all” where the effect of such construction is to broaden the scope of the Document Request.

4. In responding to each Document Request, you are to review and search all relevant files of appropriate entities and persons.

5. All Document Requests shall be deemed to include requests for any and all transmittal sheets, cover letters, enclosures, or any other annexes or attachments to the documents.

6. You are to produce the original and all non-identical copies, including all drafts of each document requested. If you are not able to produce the original of any document, please produce the best available copy and all non-identical copies, including drafts. Any document that cannot be produced in full shall be produced to the fullest extent possible.

7. In accordance with Rule 34(b) of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, documents shall be produced as they are kept in the ordinary course of business or

shall be organized and labeled to correspond with the categories in each Document Request. The name of the file from which it was produced, the identity of the person from whose file it was produced, and the identity of the present custodian of that file each shall be set forth. All documents requested herein shall be produced electronically as tagged image file format (“TIFF”) or portable document format (“PDF”) files, except that all spreadsheets and accounting and financial data, including those created with Excel software, shall be produced in a fully functional native form (i.e., in a linked format).

8. If any responsive document is known to have existed and cannot now be located, or has been destroyed, discarded, or otherwise disposed, set forth a complete statement of the circumstances surrounding such loss, destruction, discarding, or other disposition, including:

a. A description of the document, including the date, a summary of its contents and the identity of its author and the persons(s) to whom it was sent or shown:

b. The last known custodian;

c. Whether the document is missing or lost or was destroyed, discarded, or otherwise disposed;

d. The date of loss, destruction, discarding, or other disposition;

e. The reason(s) for destruction, discarding, or other disposition;

f. The person(s) authorizing or carrying out such destruction, discarding, or other disposition; and

g. The efforts made to locate lost or misplaced documents.

9. In the event you seek to withhold any document, thing, or information on the basis that it is properly entitled to some privilege or other limitation of discovery, you shall produce as much of the document concerned as to which no claim of privilege or other limitation

of discovery is made. With respect to documents or portions of documents for which a claim of privilege or other limitation of discovery is made, you are instructed to provide a numeral list of the document(s) and thing(s) for which a privilege or limitation is claimed that (1) identifies the nature of the privilege or limitation (including work product) asserted and, if the privilege or limitation is governed by state law, indicate the state of the privilege rule or other limitation invoked; and (2) provides the following information in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged or otherwise protected information: (i) the type of document; (ii) the name and capacity of each author and recipient of the document; (iii) the general subject matter of the document in a manner sufficient to support the privilege or other protection claimed; (iv) the date of the document; (v) such other information as is sufficient to identify the document for a subpoena *duces tecum*, including, where appropriate, the author(s) of the document, the addressee(s) of the document, and any other recipient(s) shown in the document, and, where not apparent, the relationship of the author(s), addressee(s), and recipient(s) to each other; and (vi) the same information referenced in (i)-(v) above for each enclosure or attachment to each listed document if the enclosure or attachment is also withheld from production. Notwithstanding the assertion of any privilege or other protection, any requested document that contains responsive, non-privileged or protected information should be produced, but that portion of the document for which the privilege or other protection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

10. Each Definition, Instruction, and Document Request herein shall be construed independently and not with reference to any other Definition, Instruction, or Document Request, for the purposes of limitation.

11. If any meaning of any term in any Document Request herein is unclear to you, without waiver of the right to seek a full and complete response to the Document Request, you shall assume a reasonable meaning, state what the assumed meaning is, and respond to the Document Request according to the assumed meaning.

12. In accordance with Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, objections to any part of these Document Requests shall be stated in full and with specificity. In the event you interpose an objection to a Document Request, you must produce the documents to which objection is not made or provide testimony or information not objected to, as the case may be.

13. Each Document Request shall be deemed continuing so as to require prompt supplementation if you obtain, generate, or discover additional documents or information. If, after responding, you obtain or become aware of any additional documents or information responsive to these Document Requests, production of such additional documents or information shall be made forthwith as required by Rule 26 of the Federal Rules of Civil Procedure, as incorporated by Rules 7026 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable.

14. "Including" shall not be construed to limit the scope of any Document Request.

15. Whenever necessary to bring within the scope of a Document Request documents or information that might otherwise be construed to be outside its scope:

a. The use of a verb in any tense shall be construed as the use of that verb in all other tenses;

b. The use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa;

c. The use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and

d. The use of the conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.

16. Each paragraph, subparagraph, clause, and word therein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.

DOCUMENT REQUESTS

1. All Documents produced in, or prepared for, the SDNY Litigation, including but not limited to all expert reports.²

2. All Communications between the Debtors and Uniti relating to the Spin-Off or the Master Lease.

3. All Communications with any creditor of the Debtors relating to Uniti, the Spin-Off or the Master Lease.

4. All intercompany memoranda relating to Uniti, the Spin-Off or the Master Lease.

5. All Documents relating to the fair market value of the Leased Property.

6. All Documents relating to the fair market value of the consideration given by Uniti in the Spin-Off, including Uniti common stock and debt.

² To the extent Documents responsive to the following requests are included in Documents produced in response to Document Request 1, please so indicate.

7. All Documents relating to the useful life of the Leased Property, including but not limited to, the projections of the useful life of copper transmission lines at the time of the Spin-Off.

8. All Documents relating to the rent prescribed in the Master Lease.

9. All Documents relating to security interests in, or liens on, the Leased Property, including but not limited to the assignment, cancellation, or release thereof.

10. All Communications with regulatory agencies relating to the Spin-Off or the Master Lease.

11. All transcripts of any testimony given to any regulatory agency relating to the Spin-Off or the Master Lease.

12. All tax agreements relating to Uniti, the Spin-Off, or the Master Lease.

13. All sub-lease agreements with respect to the Master Lease or the Leased Property.

14. All executed assignment agreements in the forms attached as Exhibits I-1 through I-__ of the Separation and Distribution Agreement.

15. All drafts and final minutes of meetings or resolutions of the governance body of any of the Debtors, and any attachments thereto relating to Uniti, the Spin-Off, or the Master Lease.

16. All presentations made, or materials produced, to any of the Debtors' board of directors or governing bodies relating to Uniti, the Spin-Off or the Master Lease.

17. All Documents concerning assumption, rejection or recharacterization of the Master Lease.

18. All Documents relating to any potential causes of action under chapter 5 of the Bankruptcy Code or any state fraudulent transfer law relating to Uniti, the Spin-Off or the Master Lease.

19. All Documents relating to any settlement of any potential claims against Uniti.

20. All Documents relating to the accounting treatment of the Spin-Off or Master Lease, including but not limited to the Debtors' change in accounting disclosed in Holdings' Quarterly Report (Form 10-Q) filed May 15, 2019.

21. All Documents relating to the right of the Transferor Subsidiaries to use the Leased Property, including but not limited to any sub-lease agreements.

22. All Documents relating to post-petition inter-Debtor transfers on account of the Master Lease.

23. All Communications between any Transferor Subsidiary and Holdings or Services relating to inter-Debtor transfers on account of the Master Lease.

24. All notes and notebooks recording Communications relating to any of the above Document Requests.

Dated: June 28, 2019

Respectfully submitted,

/s/ Julia M. Winters
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200 South Biscayne Blvd.
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*Special Counsel to UMB Bank, N.A.
and U.S. Bank N.A.*

EXHIBIT B

From: [Howell, Richard U. S.](#)
To: [Shore, Christopher](#); [Winters, Julia](#); [Lauria, Thomas E](#); [Denman, Harrison](#); [Koster, Charles](#)
Cc: [Hessler, Stephen E.](#); [Kieselstein, Marc](#); [Kwasteniet, Ross M.](#); [Weiland, Brad](#); [Luze, John R.](#); [*marinuzzi@mofo.com](#); [*erichards@mofo.com](#); [*jmarines@mofo.com](#); [*tgoren@mofo.com](#); ["RFerraioli@mofo.com"](#); ["timothy.graulich@davispolk.com"](#); ["natasha.tsiouris@davispolk.com"](#); [*bhermann@paulweiss.com](#); ["kcairns@paulweiss.com"](#); ["ghotz@paulweiss.com"](#); [*squasba@stblaw.com](#); [*nbaker@stblaw.com](#); [*egraff@stblaw.com](#); ["Jamie.Fell@stblaw.com"](#); ["ddunne@milbank.com"](#); ["SKhalil@milbank.com"](#); ["MBrod@milbank.com"](#); ["EMaass@milbank.com"](#); [French, Yates](#); [Shankar, Ravi Subramanian](#)
Subject: Schedule and Discovery Related to Indenture Trustees' Motion
Date: Wednesday, July 3, 2019 8:35:26 PM

Julia,

I'm writing in response to your email (copied below). As stated in our objection, the Trustees' motion is procedurally inappropriate. The document and deposition requests the Trustees provided to the Debtors seek discovery related to a claim which belongs to the estate for which the Trustees have not sought (let alone obtained) standing. The Debtors will not engage in discovery on a defective action. Thus, there is no need for a meet and confer. As stated in our papers, the Debtors intend to keep an open line of dialogue with the Trustees to determine the best path for addressing these critical Uniti issues. The Debtors reserve all rights.

Thank you,

Rush Howell

Rush Howell

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rhowell@kirkland.com

From: "Winters, Julia" <julia.winters@whitecase.com>

Date: July 3, 2019 at 12:52:03 PM EDT

To: "Shore, Christopher" <cshore@whitecase.com>, "Hessler, Stephen E." <shessler@kirkland.com>, "Kieselstein, Marc" <mkieselstein@kirkland.com>, "Kwasteniet, Ross M." <rkwasteniet@kirkland.com>, "Weiland, Brad" <bweiland@kirkland.com>, "john.luze@kirkland.com" <john.luze@kirkland.com>

Cc: "Marinuzzi, Lorenzo" <LMarinuzzi@mofo.com>, "Richards, Erica J." <ERichards@mofo.com>, "Marines, Jennifer L." <JMarines@mofo.com>, "Goren, Todd M." <TGoren@mofo.com>, "Lauria, Thomas E" <tlauria@whitecase.com>, "Denman, Harrison" <harrison.denman@whitecase.com>, "Koster, Charles" <charles.koster@whitecase.com>

Subject: [EXT] RE: Schedule and Discovery Related to Indenture Trustees' Motion

Kirkland Team:

Now that (in light of your objection) we have a contested matter, can you let us know when you are available for a meet and confer with respect to the discovery requests we served on June 28? Alternatively, we read your footnote 5 to suggest that there are no circumstances in which the Debtors will provide the Trustees with discovery. If that is an accurate reading please confirm that a meet and confer would be pointless.

Thanks,

Julia Winters | Counsel

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