

Hearing Date: August 20, 2019, at 11:00 a.m. (prevailing Eastern Time)  
Objection Deadline: August 13, 2019, at 4:00 p.m. (prevailing Eastern Time)

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*Counsel to the Debtors and Debtors in Possession*

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

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

**NOTICE OF HEARING ON DEBTORS' MOTION  
TO STAY PURPORTED APPLICATION OF THE DEADLINE UNDER  
SECTION 365(D)(4) OF THE BANKRUPTCY CODE TO THE UNITI ARRANGEMENT**

**PLEASE TAKE NOTICE** that on July 25, 2019, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Motion to Stay Purported Application of the Deadline under Section 365(d)(4) of the Bankruptcy Code to the Uniti Arrangement* (the "Motion"). A hearing (the "Hearing") on the Motion will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601, on **August 20, 2019, at 11:00 a.m.**

<sup>1</sup> The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.



(prevailing Eastern Time).

**PLEASE TAKE FURTHER NOTICE** that any responses or objections to the relief requested in the Motion shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the *Final Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 392] (the “Case Management Order”) approved by the Court; (c) be filed electronically with the Court on the docket of *In re Windstream Holdings, Inc.*, Case 19-22312 (RDD) by registered users of the Court’s electronic filing system and in accordance with the General Order M-399 (which is available on the Court’s website at <http://www.nysb.uscourts.gov>); and (d) be served so as to be actually received by **August 13, 2019, at 4:00 p.m., prevailing Eastern Time**, by (i) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors’ case website at <http://www.kccllc.net/windstream>) and (ii) any person or entity with a particularized interest in the subject matter of the Motion.

**PLEASE TAKE FURTHER NOTICE** that if no Objections are timely filed and served with respect to the Motion, the Debtors shall, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as **Exhibit A** to the Motion, which order the Court may enter with no further notice or opportunity to be heard.

**PLEASE TAKE FURTHER NOTICE** that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the Motion to be heard at the Hearing.

**PLEASE TAKE FURTHER NOTICE** that a copy of the Motion may be obtained free of charge by visiting the website of Kurtzman Carson Consultants LLC at <http://www.kccllc.net/windstream>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: July 25, 2019  
New York, New York

*/s/ Stephen E. Hessler*

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

In re:	)	
	)	Chapter 11
WINDSTREAM HOLDINGS, INC., <i>et al.</i> , <sup>2</sup>	)	Case No. 19-22312 (RDD)
	)	
Debtors.	)	(Jointly Administered)
	)	

**DEBTORS' MOTION TO STAY PURPORTED APPLICATION  
OF THE DEADLINE UNDER SECTION 365(D)(4) OF THE  
BANKRUPTCY CODE TO THE UNITI ARRANGEMENT**

Windstream Holdings, Inc. ("Holdings") and its affiliated debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this motion:

**Introduction**

1. The posture of the Debtors' chapter 11 cases and their recently filed lawsuit against Uniti Group, Inc. and certain affiliates (collectively, "Uniti") creates a procedural dilemma the Court should resolve by staying the section 365(d)(4) deadline. The Debtors' deadline under

<sup>2</sup> The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

section 365(d)(4) to assume unexpired leases of nonresidential real property is September 23, 2019, after which date any lease of nonresidential real property not assumed will be deemed rejected. The Debtors are party to an agreement with certain of Uniti's subsidiaries styled as a "Master Lease." As described in the complaint (the "Complaint") filed by the Debtors in the adversary proceeding *Windstream Holdings, Inc. v. Uniti Group, Inc., et al.* [Adv. Proc. Docket No. 1], the Debtors have determined that the Uniti Arrangement (defined herein), is a financing and not a true lease at all.

2. Financing arrangements are not subject to the section 365(d)(4) deadline. Indeed, financing arrangements are simply not subject to assumption under the Bankruptcy Code. Accordingly, if this Court ultimately agrees with the Debtors' conclusion, the section 365(d)(4) deadline will not apply to the Uniti Arrangement.

3. Additionally, in the Complaint, the Debtors explain that the 365(d)(4) deadline does not apply to the Uniti Arrangement because it is not a "nonresidential real property" contract covered by section 365(d)(4), but rather a contract involving personal property to which no deadline applies.

4. The Debtors should not be prejudiced by the application of section 365(d)(4) to something that is not a lease (and which could only be considered a contract for personal property in any event). Similarly, Uniti should not receive a windfall in the form of rights afforded to landlords—and no other parties—under the Bankruptcy Code when it is not a landlord.

5. The Debtors recognize it would be premature to request that the Court find now that the Uniti Arrangement should be treated as a financing or as a contract for personal property. The Debtors commenced the above-referenced adversary proceeding to request such findings, and intend to abide by the Federal Rules of Civil Procedure and the Bankruptcy Rules in prosecuting

that litigation. What the Debtors seek now is to stay the deadline (and any deemed lease rejection) until 30 days after entry of a final, non-appealable judgment resolving the Complaint. As described in greater detail below, the United States Court of Appeals for the Seventh Circuit has taken this same approach when faced with a dispute over whether the 365(d)(4) deadline applies to an agreement.<sup>3</sup>

### **Relief Requested**

6. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A**, that because the Debtors have determined that the Uniti Arrangement is not a lease at all and should not be categorized as a contract for “nonresidential real property,” and because there is a live dispute as to the character of the Uniti Arrangement, the deadline to assume nonresidential real property leases under section 365(d)(4) of the Bankruptcy Code will be stayed as to and will not be applied to the Uniti Arrangement until 30 days after entry of a final, non-appealable judgment regarding the Complaint.

### **Jurisdiction and Venue**

7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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<sup>3</sup> In addition to reserving all rights with respect to the claims asserted in the Complaint, the Debtors reserve the right to reduce, withhold, or pay into escrow any purported rent payments under the Uniti Arrangement pending the ultimate outcome of the adversary proceeding.

8. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

9. The bases for the relief requested herein are sections 105(a) and 365(d)(4) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Bankruptcy Rules 8007 and 9006, and rules 6006-1(c) and 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”).

### **Background**

10. As detailed in the Complaint, in March 2015, Holdings and Windstream Services, LLC (“Services”) entered into a Separation and Distribution Agreement with Uniti, pursuant to which, among other things, Services and certain of its subsidiaries purported to transfer to Uniti (then a subsidiary of Services) fiber optic and copper wire cables, easements, buildings, and other property. Uniti was then spun out of Holdings through a distribution of Uniti equity to Holdings’ shareholders. Holdings, Services and/or Uniti entered into other agreements to implement the transaction and govern their relationship. One such agreement was the Master Lease, pursuant to which Uniti purported to lease transferred assets back to Holdings. All of these agreements are referred to as the “Uniti Arrangement.”

11. As detailed in Count I of the Complaint, the Debtors have determined that the Uniti Arrangement is a financing transaction, not a true lease, based on its economic substance and other indicia of ownership. Therefore, the Debtors (and in particular the relevant operating subsidiaries who were transferors of assets under the Uniti Arrangement) have owned the assets under the Master Lease at all relevant times.

12. The assets subject to the Uniti Arrangement primarily comprise copper wire and fiber optic cables as well as other outside plant equipment—all personal property, not real property.

13. On April 4, 2019, the Debtors formed a special committee that, among other things, investigated claims that the Debtors may hold against Uniti. The special committee spent months investigating the Uniti Arrangement, and the board of directors of Holdings (including the special committee) authorized filing the Complaint. Count I of the Complaint seeks a declaration that the Uniti Arrangement is a disguised financing and Count II seeks a declaration that the Master Lease is not a lease of “real property.”

14. On June 20, 2019, the Court entered the *Order Extending the Time Within Which the Debtors Must Assume or Reject Unexpired Leases of Nonresidential Real Property* [Docket No. 700] (the “Deadline Extension Order”). The Deadline Extension Order extended the deadline to assume or reject nonresidential real property leases to September 23, 2019. The Deadline Extension Order also provides that “[n]othing in the Motion or this order shall be deemed or construed as . . . an admission or finding with respect to whether any of the Debtors’ contracts or leases is an unexpired lease of nonresidential real property within the meaning of section 365(d) of the Bankruptcy Code.”<sup>4</sup>

### **Basis for Relief**

#### **I. The Uniti Arrangement Is Not Subject to the Section 365(d)(4) Deadline.**

15. The Uniti Arrangement is not subject to the section 365(d)(4) deadline for assumption of nonresidential real property leases. Section 365(d)(4) of the Bankruptcy Code provides:

[A]n unexpired *lease of nonresidential real property* under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of—(i) the date that is 120 days after the date of the order for

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<sup>4</sup> Deadline Extension Order ¶ 3.



relief; or (ii) the date of the entry of an order confirming a plan (emphasis added).

16. Here, the section 365(d)(4) deadline does not apply for two independent reasons. First, the Uniti Arrangement is a financing and not a lease.<sup>5</sup> Second, whether or not a lease, the Master Lease should not be categorized as a contract for “nonresidential real property.” This Court should stay the deadline with respect to the Uniti Arrangement, including the Master Lease, until 30 days after entry of a final, non-appealable judgment regarding the Complaint.

## **II. Staying the Assumption Deadline Is Warranted to Prevent Irreparable Harm to the Debtors.**

17. The Court should stay any purported application of the section 365(d)(4) deadline pending a resolution of the Debtors’ Complaint pursuant to the Court’s powers under section 105(a) of the Bankruptcy Code.<sup>6</sup> The Debtors—and, on information and belief, all parties—recognize that the adversary proceeding on the Complaint will not conclude until after September 23, 2019. Accordingly, without a stay, the Debtors’ valuable claims could be jeopardized, and Uniti could receive (and try to execute on) an unjust windfall in the form of rights to which it is not entitled under the Bankruptcy Code.

18. If the deadline is applied before the Debtors have the chance to litigate whether the Uniti Arrangement is a “lease” at all, let alone a lease of “nonresidential real property,” Uniti could seek to exercise the rights of a landlord under a rejected lease, potentially including terminating the lease and commencing eviction proceedings or otherwise attempting to recover the leased

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<sup>5</sup> See *Int’l Trade Admin v. Rensselaer Polytechnic Institute*, 936 F.2d 744, 750–51 (2d Cir. 1991) (recharacterizing a lease as a “sale for a term of years” and holding that “the lease should not be subject to § 365(d)(4)”).

<sup>6</sup> 11 U.S.C. § 105(a) (“The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”).

property.<sup>7</sup> Indeed, Uniti has raised that possibility itself in public filings with this Court.<sup>8</sup> The other possibility is that Windstream could be forced into a premature and costly assumption—which may weaken its long-term viability and restructuring prospects.

19. Courts often stay a party's enforcement of remedies pending the final resolution of dispositive legal issues.<sup>9</sup> When deciding whether to exercise their equitable power to enter orders granting stays under section 105(a) of the Bankruptcy Code, courts analyze whether a stay is "necessary or appropriate."<sup>10</sup> A stay is necessary and appropriate here. The United States Court of Appeals for the Seventh Circuit Court has granted a stay pending a determination on appeal of whether the 365(d)(4) deadline applied to the lease at issue. In *In re A&F Enterprises, Inc. II*, the

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<sup>7</sup> See *Ames Dept. Stores*, 306 B.R. 43, 52–53 (Bankr. S.D.N.Y. 2004) ("Section 365 does not, by its terms, require the surrender of occupancy before or as a condition to rejection—though it is plain that after rejection, the debtor has no right to continued occupancy of the premises it occupied under the now-rejected lease, and it is at least strongly likely that if a debtor sought to continue occupancy after rejection (including by the storage of goods in which it has a continuing interest), the landlord would be entitled to relief from the stay to complete eviction, compensation under section 503(b) for the use of the leased premises after the date of rejection, or both."); see also *In re BSL Operating Corp.*, 57 B.R. 945, 953 (Bankr. S.D.N.Y. 1986) ("[Landlord] is free to seek any and all appropriate possessory remedies to which it may be entitled in state court.").

<sup>8</sup> See *Objection of Uniti to Motion of UMB Bank, National Association and U.S. Bank National Association* ¶ 5, 50 [Docket No. 824] (Uniti stated that "[i]f Holdings fails to satisfy its obligations, Uniti will be entitled to evict Windstream from the leased property.").

<sup>9</sup> See Bankruptcy Rule 8007(a)(1)(A) (stay pending appeal); see also *In re Revel AC, Inc.*, 802 F.3d 558, 568 (3d Cir. 2015) (granting a stay of a sale order pending appeal); *A&F Enters., Inc. II v. IHOP Franchising LLC (In re A&F Enters., Inc. II)*, 742 F.3d 763, 765–66 (7th Cir. 2014) (reversing an order of the district court denying a stay because the appellant had demonstrated a likelihood of success on the merits, and the potential harm to the appellant outweighed that to the appellee); *Hunt v. Bankers Trust Co.*, 799 F.2d 1060, 1067 (5th Cir. 1986) (listing the criteria for a stay pending appeal).

<sup>10</sup> See *In re Britestarr Homes, Inc.*, 368 B.R. 106, 108 (Bankr. D. Conn. 2007) ("[I]t has been repeatedly held . . . that the usual grounds for injunctive relief [under Bankruptcy Rule 7065], such as irreparable injury, need not be shown in a proceeding for an injunction under section 105(a)") (citing *In re Adelphia Commc'ns Corp.*, 345 B.R. 69, 85 (Bankr. S.D.N.Y. 2006)). See also *In re Momentum Manufacturing Corp.*, 25 F.3d 1132, 1136 (2d Cir.1994) ("We have repeatedly emphasized the importance of the bankruptcy court's equitable power . . . . We have also stressed that a bankruptcy court 'may sift the circumstances surrounding any claim in order to ascertain that injustice or unfairness is not accomplished in the administration of the debtor's estate, and in so doing it may adopt that remedy which it deems most appropriate under the circumstances'") (citations omitted) *In re Chateaugay Corp.*, 93 B.R. 26, 29 (S.D.N.Y. 1988); *In re Neuman*, 71 B.R. 567, 571 (S.D.N.Y. 1987); *In re Wingspread Corp.*, 92 B.R. 87, 92 (Bankr. S.D.N.Y. 1988).

court found that a stay was warranted pending a determination on the merits of whether the 365(d)(4) deadline had expired.<sup>11</sup> The court, faced with a request for a stay pending appeal, applied an “irreparable harm” analysis similar to that employed by courts adjudicating preliminary injunctions, and found that the debtor had demonstrated a likelihood of success and that the balance of harms favored the debtor because “any damage to [the lessor’s] reputation is much less severe than the more immediate injury of cutting off [the debtor’s] reorganization efforts entirely.”<sup>12</sup>

20. As in *A&F Enterprises*, the four key factors regarding a preliminary injunction weigh in favor of staying the section 365(d)(4) deadline pending a determination on the merits of the Debtors’ claims for recharacterization and declaration that the Uniti Arrangement is a lease of personal property (if it is a lease at all):<sup>13</sup>

- ***Irreparable Injury.*** Uniti has already publicly threatened potential eviction.<sup>14</sup> If Uniti attempts to evict the Debtors from the leased property or foreclose on the property, the Debtors, their estates, customers, and other stakeholders would suffer irreparable harm in the form of interrupted service to customers and potential regulatory violations.
- ***Substantial Injury Absent Stay.*** Little harm will befall Uniti if it is prevented from exercising rights which the Court ultimately determines it does not have because the Uniti Arrangement is a financing transaction. But if Uniti is permitted to evict the Debtors, and then the Uniti Arrangement is determined to be a financing agreement, the Debtors will have already suffered unwarranted, irreparable value destruction that could have been avoided with a stay.

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<sup>11</sup> 742 F.3d 763, 766 (7th Cir. 2014) (granting a stay pending appeal of an order declaring leases and subleases rejected).

<sup>12</sup> *Id.* at 770.

<sup>13</sup> The four factors considered are “(1) whether the movant will suffer irreparable injury, (2) whether a party will suffer substantial injury if a stay is issued, (3) whether the movant has established a substantial possibility, although less than a likelihood, of success on appeal, and (4) the public interests which may be affected.” *Rally Auto Group, Inc. v. General Motors, LLC (In re Motors Liquidation Co.)*, No. M-37, at \*3 (S.D.N.Y. Oct. 29, 2010).

<sup>14</sup> *See Objection of Uniti to Motion of UMB Bank, National Association and U.S. Bank National Association* ¶ 5, 50 [Docket No. 824] (Uniti stated that “[i]f Holdings fails to satisfy its obligations, Uniti will be entitled to evict Windstream from the leased property.”).

- ***Likelihood of Success.*** For the reasons discussed above and in the Complaint, the Debtors are likely to prevail on the merits of their claims to recharacterize the Uniti Arrangement and declare that the Uniti Arrangement is not a lease of “real property.”
- ***Public Interest.*** The Debtors provide telecommunications services to hundreds of thousands of people and many businesses. In some cases, the Debtors are their customers’ only option. If Uniti takes enforcement actions, these vital telecommunications services would be jeopardized for a large section of the public.

21. It is clear that a stay of the section 365(d)(4) assumption deadline is warranted with respect to the Uniti Arrangement. The question of whether section 365(d)(4) applies to the Uniti Arrangement depends on the same facts and analyses as do the claims set forth in the Complaint, and so any potential application and consequences of the deadline should be stayed until 30 days after entry of a final, non-appealable judgment regarding the Complaint.

### **Conclusion**

22. The Debtors respectfully submit that the 365(d)(4) deadline does not apply because the Uniti Arrangement is not a lease of real property. The Debtors recognize that these matters are the subject of ongoing litigation that will determine the ultimate outcome of these cases, and the Debtors do not want to force a premature decision before these issues are litigated in due course. Thus, the Debtors request a stay of the deadline under section 365(d)(4) until the conclusion of the adversary proceeding.

### **Motion Practice**

23. This motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this motion. Accordingly, the Debtors submit that this motion satisfies Local Bankruptcy Rule 9013-1(a).

### **Notice**

24. The Debtors have provided notice of this motion to: (a) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors’ case website

at [www.kccllc.net/windstream](http://www.kccllc.net/windstream)) and (b) any person or entity with a particularized interest in the subject matter of this motion. The Debtors respectfully submit that no other or further notice is necessary.

**No Prior Request**

25. No prior request for the relief sought in this motion has been made to this or any other court.

*[Remainder of page intentionally left blank]*

WHEREFORE, the Debtors respectfully request that the Court enter the order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: July 25, 2019  
New York, New York

*/s/ Stephen E. Hessler*

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*Counsel to the Debtors and Debtors in Possession*

**Exhibit A**

**Proposed Order**

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

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

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**ORDER STAYING PURPORTED APPLICATION  
OF THE DEADLINE UNDER SECTION 365(D)(4) OF THE  
BANKRUPTCY CODE TO THE UNITI ARRANGEMENT**

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order staying the potential application of the deadline by which Debtors must assume or reject unexpired leases of nonresidential real property under 11 U.S.C. § 365(d)(4) pending resolution of the Debtors’ related adversary complaint; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances

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<sup>1</sup> The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.



and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The deadline by which Debtors must assume or reject unexpired leases of nonresidential real property under 11 U.S.C. § 365(d)(4) is stayed as to the Uniti Arrangement until 30 days after a final, non-appealable judgment holding that such deadline applies to the Uniti Arrangement is entered resolving the adversary proceeding before this Court styled *Windstream Holdings, Inc. v. Uniti Group, Inc., et al.* [Adv. Proc. Docket No. 1].
3. Nothing in the Motion or this order shall be deemed or construed as (a) an assumption or rejection of any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or (b) an admission or finding with respect to whether any of the Debtors’ contracts or leases is an unexpired lease of nonresidential real property within the meaning of section 365(d) of the Bankruptcy Code.
4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this order in accordance with the motion.
5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

White Plains, New York

Dated: \_\_\_\_\_, 2019

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THE HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE