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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., *et al.,*[1]	)	Case No. 19-22312 (RDD)
Debtors.	)	(Jointly Administered)

NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS

PLEASE TAKE NOTICE that, on April 22, 2019, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order on the motion (the "Motion")[2] of the debtors and debtors in possession (the "Debtors") approving procedures for the rejection, assumption, or assumption and assignment of executory contracts and unexpired leases and granting related relief [Docket No. 393] (the "Procedures Order"), attached hereto as **Exhibit 1**.

[1] The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at http://www.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 used but not otherwise defined herein have the meanings ascribed to them in the Motion.

1922312200327000000000003

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and this written notice (the "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Exhibit 2** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth on **Exhibit 2** or such other date as the Debtors and the counterparty or counterparties to any such Contract agree or, if no such date is set forth on **Exhibit 2** or agreed, the date of this notice.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with this Court on the docket of the Debtors' chapter 11 cases and that the following parties ***actually receive*** such objection no later than fourteen (14) days after the date (the "Objection Deadline") that the Debtors serve the Rejection Notice: (i) counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Stephen E. Hessler, P.C., and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Ross M. Kwasteniet, P.C., Brad Weiland, and John R. Luze; (ii) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York, 10019, Attn: Lorenzo Marinuzzi, Todd M. Goren, Jennifer L. Marines, and Erica J. Richards; (iii) counsel to the DIP Agent, Davis Polk & Wardell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich and Natasha Tsiouris; (iv) counsel to the ad hoc group of term lenders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Brian S. Hermann, Samuel E. Lovett, and Michael S. Rudnick; and (v) the Office of The United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Paul K. Schwartzberg and Serene Nakano.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of each Contract shall become effective on the Rejection Date set forth in **Exhibit 2** or such other date as the Debtors and the counterparty or counterparties to such Contract agree or, if no such date is set forth in **Exhibit 2** or agreed, the date of this Rejection Notice.[3]

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection to the rejection of the Contract or Contracts. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the Rejection Date set forth in **Exhibit 2** or such other date as the Debtors and the counterparty or counterparties to any such Contract agree or, if no such date is set forth in **Exhibit 2** or agreed, the date the Rejection Notice was filed with the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not setoff, recoup, or use such monies without further order of the Court unless the Debtors and the counterparty or counterparties to such Contracts agree otherwise.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any personal property of the Debtors that is listed and described in **Exhibit 2** shall be deemed abandoned as of the Rejection Date.

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[3] An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. If an objection to a particular Contract is not timely or not made in accordance with this Rejection Notice and the Order, then the rejection of such Contract will be effective in accordance with the terms herein and the Order.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so on or before the later of (i) thirty (30) days after the expiration of the Objection Deadline or (ii) such other date as the Debtors and the counterparty or counterparties to such Contract agree or is ordered by the Court. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (I) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (II) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (III) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

If you have any questions related to this notice, please call (877) 759-8815 or (424) 236-7262 for international callers. You may access documents and case information at http://www.kccllc.net/windstream.

[*Remainder of page intentionally left blank*]

Dated: March 27, 2020
New York, New York

/s/ Stephen E. Hessler, P.C.

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Counsel to the Debtors and Debtors in Possession

Exhibit 1

Procedures Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
WINDSTREAM HOLDINGS, INC., *et al.*,[1]	)	Case No. 19-22312 (RDD)
Debtors.	)	(Jointly Administered)

ORDER AUTHORIZING AND APPROVING PROCEDURES TO REJECT OR ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing and approving procedures for rejecting or assuming executory contracts and unexpired leases and granting authority but not direction to remove or abandon personal property of the Debtors that might be located on or have been installed in the leased premises that are subject to a rejected Contract after the effective date of any proposed rejection, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) 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 being a core proceeding under 28 U.S.C. § 157(b) that this Court may decide by a final order consistent with Article III of the United States Constitution; and this Court having found that venue of the Motion in this district is proper

[1] The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' 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 used but not otherwise defined herein have the meanings ascribed to them in the Motion.

pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and the opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and upon the record of the hearing held by the Court on the Motion and all of the pleadings and proceedings herein; and after dud deliberation 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, it is HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.

2. The following procedures (the "Rejection Procedures") are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors shall file a notice in the form attached hereto as **Exhibit B** (the "Rejection Notice") to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code. The Rejection Notice shall set forth, among other things, the following: (i) the Contract or Contracts to be rejected; (ii) the names and addresses of the counterparties to such Contracts; (iii) the effective date of the rejection for each such Contract (the "Rejection Date"); (iv) if such Contract is a lease, the personal property to be abandoned, if any, and an estimate of the book value of such property, if practicable; and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts and may list more than 100 Contracts, notwithstanding Bankruptcy Rule 6006(f)(6); *provided* that the Rejection Notice shall list all Contracts alphabetically by counterparty, and a personalized copy of such Rejection Notice shall be served upon the applicable Contract counterparty in accordance with subparagraph (b) below; *provided, further*, that the Debtors shall use reasonable best efforts to provide the professionals for the Official Committee of Unsecured Creditors (the "Committee") with not less than three (3) business days' advance notice before filing any Rejection Notice.

b. ***Service of Rejection Notice***. The Debtors will cause the Rejection Notice to be served via overnight delivery service upon the Contract counterparties in the Rejection Notice and via first class mail, email, or fax upon the following: (i) the Master Service List and (ii) the 2002 List (each as defined in the *Interim Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 57] and any final order that may be entered (the "Case Management Order")). With the Rejection Notice, the

Debtors shall serve a personalized notice on each applicable Contract counterparty setting forth the specific rejected Contract or Contracts with such counterparty.

c. ***Objection Procedures***. Parties objecting to a proposed rejection must serve a written objection so that the following parties (collectively, the "Objection Service Parties") ***actually receive*** such objection no later than fourteen days after the date the Debtors serve the relevant Rejection Notice (the "Rejection Objection Deadline"): (i) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Stephen E. Hessler, P.C., and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn.: Ross M. Kwasteniet, P.C., Brad Weiland, and John R. Luze; (ii) proposed counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York, 10019, Attn: Lorenzo Marinuzzi, Todd M. Goren, Jennifer L. Marines, and Erica J. Richards; (iii) counsel to the DIP Agent, Davis Polk & Wardell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich and Natasha Tsiouris; (iv) counsel to the ad hoc group of term lenders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Brian S. Hermann, Samuel E. Lovett, and Michael S. Rudnick; and (v) the Office of The United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Paul K. Schwartzberg and Serene Nakano.

d. ***No Objection***. If no objection to the rejection of any Contract is timely filed and served, the applicable Contract listed in the applicable Rejection Notice shall be deemed rejected as of the Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the counterparty or counterparties to such Contract agree. If no such date is set forth in the Rejection Notice or agreed, the date the Rejection Notice was filed with this Court.

e. ***Unresolved Objections***. If an objection to the rejection of any Contracts listed in the applicable Rejection Notice is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection to the rejection of the Contract or Contracts. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the counterparty or counterparties to such Contract agree, or if no such date is set forth in the Rejection Notice or agreed, the date the Rejection Notice was filed with this Court.

f. ***No Application of Security Deposits***. If the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, such Contract counterparty may not setoff, recoup, or otherwise use such

monies without the Debtors' prior written consent or further order of this Court.

g. ***Abandoned Property***. The Debtors are authorized but not directed to remove or abandon any of the Debtors' personal property at any time before, on, or after the applicable Rejection Date that may be located on the Debtors' leased premises that are subject to a rejected Contract. The Debtors shall generally describe the abandoned personal property in the Rejection Notice. Absent a timely objection, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date.[3]

h. ***Certificate of No Objection***. If an objection to the rejection of any Contract is not timely filed or has been overruled or otherwise resolved, the Debtors shall file with the Court a certificate of no objection with a proposed order confirming that such Contract in the Rejection Notice (unless such Contract is otherwise adjourned) is rejected and, if any, the Personal Property associated with such Contract is abandoned on the Rejection Date or such other date to which the Debtors and the counterparty or counterparties to such Contract have agreed.

i. ***Rejection Damages***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases and (ii) 30 days after the Rejection Date. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases.

3. The following procedures (the "Assumption Procedures") are approved in connection with assuming and assuming and assigning (and amending) Contracts:

a. ***Assumption Notice***. The Debtors shall file a notice in the form attached hereto as **Exhibit C** (the "Assumption Notice") to assume a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things, the following: (i) the Contract or Contracts to be assumed; (ii) the names and addresses of the counterparties to such Contracts; (iii) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (iv) the effective date of the assumption for each such Contract (the "Assumption Date"); (v) the proposed cure amount, if any, for each such Contract; (vi) a description of any material amendments to the Contract made outside of the ordinary course of

[3] If the Rejection Date specified in the Rejection Notice with respect to any Contract that is a lease of nonresidential real property predates the removal of any property not otherwise generally described in the Rejection Notice, the Rejection Date will not become effective until such date the property is removed from the leased premises.

business; and (vii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts and may list more than 100 Contracts, notwithstanding Bankruptcy Rule 6006(f)(6); *provided* that the Assumption Notice shall list all Contracts alphabetically by counterparty, and a personalized copy of such Assumption Notice shall be served upon the applicable Contract counterparty in accordance with subparagraph (b) below; *provided*, *further*, that the Debtors shall use reasonable best efforts to provide the professionals for the Committee with not less than three (3) business days' advance notice before filing any Assumption Notice.

b. ***Service of Assumption Notice***. The Debtors will cause the Assumption Notice to be served via overnight delivery service upon the Contract counterparties affected and via first class mail, email, or fax upon the following: (i) the Master Service List and (ii) the 2002 List (each as defined in the Case Management Order).[4] With the Assumption Notice, the Debtors shall serve a personalized notice on each applicable Contract counterparty setting forth the specific assumed Contract.

c. ***Objection Procedures***. Parties objecting to a proposed assumption must serve a written objection so that the Objection Service Parties ***actually receive*** such objection no later than fourteen (14) days after the date the Debtors serve the Assumption Notice (the "Assumption Objection Deadline").

d. ***No Objection***. If no objection to the assumption of any Contract is timely filed and served, each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract agree. If no such date is set forth in the Assumption Notice or agreed, the date the Assumption Notice was filed with this Court. Additionally, the proposed cure amount shall be binding on all counterparties to such Contract, and no amount in excess thereof shall be paid for cure purposes.

e. ***Unresolved Objections***. If an objection to the assumption of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection to the assumption of such Contract or Contracts. If such objection is overruled or withdrawn, such Contract shall be assumed as of the Assumption Date set forth in the Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract agree. The proposed cure amount or such other amount as the Debtors or the counterparty or counterparties to the

[4] The Debtors shall serve a counterparty to a Contract to be assumed under the Contract Procedures with evidence of adequate assurance upon such counterparty's written request to the Debtors' proposed counsel.

Contract have agreed upon shall be binding on all parties to such Contract, and no amount in excess thereof shall be paid for cure purposes.

f. ***Contract Amendments***. For the avoidance of doubt, the Debtors are authorized to amend, amend and restate, or modify any Contract in connection with the assumption or assumption and assignment of such Contract to the extent that the Debtors have obtained all requisite consents from the applicable Contract counterparty.

g. ***Certificate of No Objection***. If an objection to the assumption or assumption and assignment of any Contract is not timely filed or has been overruled or otherwise resolved, the Debtors shall file with the Court a certificate of no objection with a proposed order confirming that such Contract in the Assumption Notice (unless such Contract is otherwise adjourned) is either assumed or assumed and assigned on the Assumption Date or such other date to which the Debtors and the counterparty or counterparties to such Contract have agreed.

4. Contracts to be assigned, pursuant to section 363(f) of the Bankruptcy Code, shall (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) that the Debtors have granted or arise from the Debtors' actions and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases and whether imposed by agreement, understanding, law, equity, or otherwise (including claims and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contracts, or (B) with respect to any taxes), and (b) constitutes a legal, valid, and effective transfer of such Contract and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract.

5. Subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b)

and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees any applicable Contract, with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contract except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract. Nothing in this Order modifies the requirements in section 365(b) of the Bankruptcy Code and the rights of the lessors thereunder are expressly preserved.

6. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract are unenforceable anti-assignment or *ipso facto* clauses is fully preserved.

7. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject or assume a Contract by separate motion.

8. Notwithstanding anything in this Order, the Contract Procedures shall not apply to that certain Master Lease Agreement dated April 24, 2015, between CSL National, LP, Windstream Holdings, Inc., and the entities set forth on schedule 1 attached thereto and any and all amendments, modifications, or supplements that may have been made from time to time (the "Uniti Lease").

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

11. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract

rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

12. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the rights of the Debtors or the Committee to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

14. Notwithstanding anything to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. Notwithstanding anything to the contrary contained herein, any payment made or action taken by any of the Debtors pursuant to the authority granted herein as well as the exercise of any and all other rights granted or approved hereunder shall be subject to the requirements

imposed on the Debtors under any orders of this Court approving any debtor-in-possession financing for or any use of cash collateral by the Debtors (such order, the "DIP Order") and any budget in connection therewith. Notwithstanding anything to the contrary in this Order, in the event of any inconsistency between the terms of this Order and the terms of any applicable DIP Order, the terms of the DIP Order shall govern.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Dated: White Plains, New York
April 22, 2019

/s/Robert D. Drain
THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 2

Rejected Contracts

Counterparty	Debtor Counterparty	Description of Contract[4]	Abandoned Personal Property	Rejection Date
Zycus Inc.	Windstream Communications LLC	Agreement dated March 31, 2013	N/A/	3/27/20
ARG Communications	Broadview Networks Inc.	Settlement Agreement dated August 11, 2011	N/A	3/27/20

[4] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.