

Hearing Date: June 24, 2020 at 10:00 a.m.
Objection Deadline: June 17, 2020 at 4:00 p.m.

Thomas R. Slome
Michael Kwiatkowski
CULLEN AND DYKMAN LLP
100 Quentin Roosevelt Boulevard
Garden City, New York 11530
Telephone: (516) 296-9165
Facsimile: (516) 357-3792
Email: tslome@cullenllp.com
mkwiatkowski@cullenllp.com

and

Russell R. Johnson III (VSB No. 31468)
John M. Craig (VSB No. 32977)
Law Firm Of Russell R. Johnson III, PLC
2258 Wheatlands Drive
Manakin-Sabot, Virginia 23103
Telephone: (804) 749-8861
Facsimile: (804) 749-8862
Email: russell@russelljohnsonlawfirm.com
john@russelljohnsonlawfirm.com

Co-Counsel for Pennsylvania Power Company, Pennsylvania Electric Company, Metropolitan Edison Company, The Toledo Edison Company, West Penn Power Company, Monongahela Power Company, Ohio Edison Company, The Cleveland Electric Illuminating Company, and all affiliated companies trading as "FirstEnergy"

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

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

**OBJECTION AND RESERVATION OF RIGHTS OF FIRSTENERGY COMPANIES TO
NOTICE OF FILING OF PLAN SUPPLEMENT [Docket No. 1973]**



Pennsylvania Power Company, Pennsylvania Electric Company, Metropolitan Edison Company, The Toledo Edison Company, West Penn Power Company, Monongahela Power Company, Ohio Edison Power Company, The Cleveland Electric Illuminating Company, and all affiliated companies trading as FirstEnergy (all of the foregoing entities referred to collectively herein as “FirstEnergy”), hereby assert their objection and reservation of rights (the “Objection”) to the Debtors’ *Notice of Filing of Plan Supplement* [Docket No. 1973] (the “Plan Supplement Notice”) and set forth the following:

FACTUAL BACKGROUND

Procedural Facts

1. On February 25, 2019 (the “Petition Date”), each of the Debtors filed a petition for relief under Chapter 11 of the Bankruptcy Code commencing these Chapter 11 Cases.
2. The Debtors are operating their business as debtors-in-possession, and no trustee or examiner has been appointed.

Facts Regarding Debtors’ Chapter 11 Plan and Plan Supplement Notice

3. On May 14, 2020, the Debtors filed their *First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al. Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1812] (the “Plan”).
4. On June 3, 2020, the Debtors filed the Plan Supplement Notice, which attached the current version of the Assumed Executory Contract and Unexpired Lease List (the “Assumption and Cure List”), which is Exhibit A to the Plan and part of the Plan Supplement.
5. The Plan Supplement Notice provides that “the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan” and that “[i]f the Plan is

approved, the documents contained in the Plan Supplement will be approved by the Court pursuant to the Confirmation Order.”

6. The deadline for filing objections to the Plan, including the Plan Supplement, is June 17, 2020.

7. On June 10, 2020, the Debtors filed their *Notice of Filing of First Amended Plan Supplement* [Docket No. 2010], which attached the Rejected Executory Contract and Unexpired Lease List that is Exhibit B to the Plan (the “Rejected Contracts List”). No FirstEnergy contracts are listed on the Rejected Contracts List.

8. Article V.A. of the Plan provides that “[o]n the Effective Date, except as otherwise provided herein, all Executory or Unexpired Leases not otherwise assumed or rejected will be deemed assumed by the applicable Reorganized Debtor.”

Facts Regarding the Assumption and Cure List

9. The Assumption and Cure List lists a total of twenty-three (23) contracts with FirstEnergy, as follows:

- A. “First Energy” – 1 contract with McLeodUSA Telecommunications Services, L.L.C. with a \$0 cure amount (p. 202 of 517)
- B. “Met-Ed (FirstEnergy)” or “Met Ed” – 1 contract with Windstream Conestoga, Inc., 1 contract with Windstream D&E, Inc., and 1 contract with Windstream D&E Systems, Inc., with an aggregate cure amount of \$192,975.58 for all 3 contracts (p. 281 of 517)
- C. “Penelec (First Energy)” – 2 contracts with Windstream Pennsylvania, LLC, with an aggregate cure amount of \$471,997.92 for both contracts (p. 316 of 517)
- D. Pennsylvania Power Company – 1 contract between “Penn Power (First Energy)” and Windstream Pennsylvania, LLC, 2 contracts between “Penn Power (First Energy-Meadville)” and Windstream Pennsylvania, LLC, and 1 contract between “Penn Power” and Windstream KDL, LLC, with an aggregate cure amount of \$151,103.89 for all 4 contracts (p.316 of 517)

- E. “Toledo Edison Company” – 1 contract with Windstream Ohio, LLC and 1 contract with McLeodUSA Telecommunications Services, LLC, with an aggregate cure amount of \$6,302.72 for both contracts (p. 444 of 517)
- F. West Penn Power Company – 1 Master Agreement dated 9/20/2011 between “West Penn Power Co” and Windstream Communications, LLC, 8 contracts between “Allegheny Power (West Penn Power)” and Windstream Pennsylvania, LLC, 1 contract between “West Penn Power” and Windstream D&E Systems, Inc., and 1 contract between “West Penn Power” and Windstream KDL, LLC, with an aggregate cure amount of \$833.38 for all 11 contracts (p. 486 of 517)

10. The description provided for each listed FirstEnergy contract (other than the Master Agreement with West Penn Power Company) is “Executory Contract (including all amendments thereto)” together with a number that appears to be internal to the Debtors but is not used by FirstEnergy. These contract descriptions are not helpful to FirstEnergy in determining which FirstEnergy agreements the Debtors are seeking to assume.

11. Further, as set forth above, the Assumption and Cure List sets forth aggregate cure amounts for each FirstEnergy entity without showing how much of those aggregate amounts, if any, is to be paid with respect to each contract.

12. The Assumption and Cure List does not list any contracts for Monongahela Power Company, Ohio Edison Company, or The Cleveland Electric Illuminating Company (aka The Illuminating Company or CEI).

Facts Regarding FirstEnergy’s Contracts With the Debtors

13. FirstEnergy’s contracts with the Debtors and unpaid, prepetition balances on a contract by contract basis are set forth on Exhibit 1 hereto (collectively, the “FirstEnergy Agreements”).

14. FirstEnergy is unaware of any contracts between the Debtors and FirstEnergy other than those listed on Exhibit 1.

Facts Regarding Cure Amounts Owing Under the FirstEnergy Agreements

15. The Debtors currently owe the sum of \$2,599,440.60 in outstanding billed prepetition charges incurred and a total of \$644,131.04 in outstanding billed post-petition charges incurred under the FirstEnergy Agreements. The charts attached as Exhibit 1 and Exhibit 2 hereto set forth the prepetition and post-petition balances, respectively, owing under each FirstEnergy Agreement.

16. Further, the Debtors are continuing to incur charges under the FirstEnergy Agreements.

**Facts Regarding Claims Filed By FirstEnergy
Relating To the FirstEnergy Agreements**

17. FirstEnergy filed the following claims against the Debtors relating to the FirstEnergy Agreements (collectively, the “FirstEnergy Claims”):

A. Ohio Edison Company

- (i) Claim # 7942 (amending claim # 5872) - \$153,809.95 against Windstream Ohio, LLC relating to Joint Use Pole Agreement Between Ohio Edison And Alltel Ohio, Inc. And The Western Reserve Telephone Company dated May 4, 1995
- (ii) Claim # 5870 - \$13,945.35 against Windstream KDL, LLC relating to the Pole Attachment Agreement with Kentucky Data Link, Inc. dated March 24, 2008

B. Pennsylvania Power Company

- (i) Claim # 5788 - \$172,762.90 against Windstream Pennsylvania, LLC relating to the Joint Pole Agreement with Mid Penn Telephone Corporation dated April 1, 1974 and the Pole Attachment Agreement with Kentucky Data Link, Inc. dated July 13, 2009

C. Pennsylvania Electric Company

- (i) Claim # 5784 - \$471,997.92 against Windstream Pennsylvania, LLC relating to the Joint Use Pole Agreement with Windstream Pennsylvania, LLC dated January 1, 2017

D. Metropolitan Edison Company

- (i) Claim # 5783 - \$199,996.12 against Windstream Conestoga, Inc. relating to the Joint Use Agreement with Conestoga Telephone & Telegraph Company dated January 1, 1967
- (ii) Claim # 5789 - \$117,904.64 against Windstream D&E Systems, LLC relating to the Attachment Agreement with Conestoga Communications, Inc. dated September 1, 1999 and three amendments thereto (\$117,039.76) and the Pole Attachment Agreement with Access Fiber Solutions, Inc. dated April 18, 2005 and First Amendment thereto (\$864.88)
- (iii) Claim # 7876 - \$2,039.07 against Windstream D&E, Inc. relating to the Joint Use Agreement between Met Ed and Denver & Ephrata Telephone And Telegraph Company dated January 1, 1968

E. The Toledo Edison Company

- (i) Claim # 5873 - \$5,862.93 against Windstream Ohio, LLC relating to the Joint Pole Agreement with Alltel Ohio, Inc. dated March 1, 1989
- (ii) Claim # 5874 - \$7,752.49 against Windstream KDL, LLC relating to the Pole Attachment Agreement with Kentucky Data Link, Inc. dated June 16, 2008
- (iii) Claim # 5875 - \$2,773.52 against Intellifiber Networks, LLC relating to the Pole Agreement with City Signal Communications dated February 4, 2002

F. West Penn Power Company

- (i) Claim # 5782 - \$515,972.13 against Windstream Pennsylvania, LLC relating to the Joint Use Agreement Between West Penn And Alltel Pennsylvania, Inc. dated December 30, 1988 and the General Joint Pole Agreement Between West Penn and Brookville Telephone Company (and the First Amendment dated March 3, 1980, the 2004 Amendment dated March 1, 2002 with Alltel Pennsylvania, Inc., and the December 9, 2012 letter to Windstream Communications)
- (ii) Claim # 5869 - \$1,106.62 against Windstream KDL, LLC relating to the Telecommunications Pole And Anchor Attachment License Agreement Between Potomac Edison Company, Monongahela Power Company and West Penn Power Company with Kentucky Data Link, Inc. dated July 16, 2010

G. Monongahela Power Company

- (i) Claim # 5868 - \$4,495.15 against Windstream KDL, LLC relating to the Telecommunication Pole And Anchor Attachment License Agreement Between Potomac Edison Company, Monongahela Power Company and West Penn Power Company with Kentucky Data Link, Inc. dated July 16, 2010

H. The Cleveland Electric Illuminating Company

- (i) Claim # 5785 - \$70,167.97 against Intellifiber Networks, LLC relating to the Pole Attachment Agreement with City Signal Communications, LLC dated March 14, 2017
- (ii) Claim # 5787 - \$857,331.46 against Windstream Ohio, LLC relating to (a) the Joint Pole Agreement with The Kingsville Telephone Company dated May 29, 1928 (with a July 18, 1953 Supplement) and The Joint Pole Agreement with The Geneva Telephone Company dated July 1, 1926 (and an October 1, 1940 Supplement), which have been consolidated into one agreement, and (b) the Pole Attachment Agreement with Windstream Ohio, Inc. dated June 1, 2010
- (iii) Claim # 5877 - \$1,522.38 against Windstream KDL, LLC relating to the Pole Agreement with Kentucky Data Link, Inc. dated May 30, 2008

18. Each of the foregoing claims was timely filed and attached appropriate supporting documentation.

19. Pursuant to a letter agreement dated January 7, 2020 between Ohio Edison Company and the Debtors, the Debtors' agreed to list the full amount of claim number 7942 as the prepetition monetary cure amount if the Debtors were to assume the corresponding Joint Use Pole Agreement. Based on recent communications with Debtors' counsel an amended Plan Supplement will be filed to reflect the foregoing agreement.

DISCUSSION

20. Section 365(b)(1) of the Bankruptcy Code provides as follows:

If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default.
- (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
- (C) provides adequate assurance of future performance under such contract or lease.

21. FirstEnergy does not oppose the Debtors' assumption and/or assignment of any of the FirstEnergy Agreements, provided the Debtors are not seeking to assume only portions of any agreement while rejecting other portions thereof in a piecemeal fashion. It is well established that a contract cannot be assumed in part or rejected in part. Rather, a debtor is required under Section 365 of the Bankruptcy Code to either reject the contract in full or assume the contract in full, which includes the benefits and burdens. *AGV Productions, Inc. v. Metro-Goldwyn-Mayer, Inc.*, 115 F.Supp.2d. 378, 391 (S.D.N.Y. 2000) (debtor cannot assume executory contract in part and reject it in part); *see also In re Leslie Fay Cos., Inc.*, 166 B.R. 802, 808 (S.D.N.Y. 1994) (same); *In re Atlantic Computer Sys., Inc.*, 173 B.R. 844, 849 (S.D.N.Y. 1994) (same); *see also In re Plum Run Serv. Corp.*, 159 B.R. 496, 498 (Bankr. S.D. Ohio 1993) (noting that executory contract must be assumed or rejected by debtor in its entirety and cannot be dealt with in piecemeal fashion); *In re Plitt Amusement Co. of Washington, Inc.*, 233 B.R. 837, 840 (Bankr. C.D. Cal. 1999) (holding that trustee must assume or reject executory contract as whole, and cannot retain beneficial aspects of such contract while rejecting its burdens).

22. However, it is unclear from the Debtors' listing of contracts on the Assumption and Cure List which specific FirstEnergy Agreements the Debtors are seeking to assume and/or assign. It is also unclear whether the Debtors have listed purported contracts other than the FirstEnergy Agreements.

23. Accordingly, the Debtors should be required to clarify which FirstEnergy Agreements (if any) identified above they are seeking to potentially assume/assign through the Assumption and Cure List and, in addition, should be required to provide FirstEnergy's counsel with copies of, or other identifying information for, each such other purported contract they are seeking to potentially assume/assign through the Assumption and Cure List. Further, FirstEnergy should be given sufficient time after receiving such information to investigate the same and file any objections it may then have to the Assumption and Cure List.

24. FirstEnergy's claims filed in these bankruptcy proceedings, as described above, were timely filed and adequately supported by proper documentation, and thus constitute *prima facie* evidence that the filed claim amounts are validly due and owing to FirstEnergy under the applicable FirstEnergy Agreements. Fed. R. Bankr. P. 3001 ("A proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim.").

25. If the Debtors want to assume and/or assign any of their contracts with FirstEnergy identified above, they must first pay to the applicable FirstEnergy counterparty the cure amounts set forth above, plus any additional post-petition charges incurred by the Debtors under the applicable agreement(s) through the effective date of assumption.

26. FirstEnergy hereby reserves all of its rights to object to the Assumption and Cure List with respect to any other purported contracts not identified by FirstEnergy above that the Debtors are seeking to assume/assign pursuant to the Assumption and Cure List.

WHEREFORE, FirstEnergy respectfully requests that the Court enter an Order:

A. Requiring the Debtors to properly and adequately identify each of the FirstEnergy Agreements and/or other contracts with FirstEnergy they are seeking to assume and/or assign in the Assumption and Cure List.

B. Allowing FirstEnergy, after such proper identification, a reasonable period of time to investigate and assert any applicable objections to the Assumption and Cure List with respect to any other identified contracts;

C. Requiring, as a condition to the Debtors' assumption and/or assignment of any of the FirstEnergy Agreements or other agreements with FirstEnergy, that the Debtors pay all unpaid prepetition and post-petition amounts accrued thereunder through the effective date of assumption, including the Cure Amounts set forth above and in Exhibit 2 attached hereto; and

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

D. Granting such other and further relief as the Court deems just and proper.

Dated: Garden City, New York
June 12, 2020

CULLEN AND DYKMAN LLP

By: /s/ Michael Kwiatkowski
Thomas R. Slome
Michael Kwiatkowski
100 Quentin Roosevelt Boulevard
Garden City, New York 11530
Telephone: (516) 296-9165
Facsimile: (516) 357-3792
Email: tslome@cullenllp.com
mkwiatkowski@cullenllp.com

and

Russell R. Johnson III
John M. Craig
Law Firm of Russell R. Johnson III, PLC
2258 Wheatlands Drive
Manakin-Sabot, Virginia 23103
Telephone: (804) 749-8861
Email: russell@russelljohnsonlawfirm.com
john@russelljohnsonlawfirm.com

*Co-Counsel for Pennsylvania Power
Company, Pennsylvania Electric Company,
Metropolitan Edison Company, The Toledo
Edison Company, West Penn Power
Company, Monongahela Power Company,
Ohio Edison Company, The Cleveland
Electric Illuminating Company, and all
affiliated companies trading as
“FirstEnergy”*

Exhibit 1

Summary - FirstEnergy - Windstream - PrePetition (Before and including 2/24/2019)											
Company	CLEC or ILEC JU/JO	Agreement	Agreement Effective Date	Debtor Filing Name	Total Joint Use Rental Due	Late Payment Charge	Make Ready Due	Jointly Owned Expense Due	Prorated 2020 Invoice for 2019 Attachments	Total	
Met-Ed	ILEC JU	CIN 11006 - Windstream - Conestoga Teleg Teleg	1/1/1967	Windstream Conestoga, Inc.	\$173,806.15	\$0.00	\$0.00	\$0.00	\$26,189.97	\$199,996.12	
Met-Ed	ILEC JU	CIN 11009 - Windstream (Denver Ephrata)	1/1/1968	Windstream D&E, Inc.	\$1,772.05	\$0.00	\$0.00	\$0.00	\$267.02	\$2,039.07	
Met-Ed	CLEC	CIN 12003 - Windstream D&E Systems, Amendment Windstream D&E Systems	9/1/1999	Windstream D&E Systems, LLC.	\$15,613.88	\$0.00	\$101,425.88	\$0.00	\$0.00	\$117,039.76	
Met-Ed	CLEC	CIN 12009 - Windstream D&E Systems, Amendment Windstream D&E Systems	4/18/2005	Windstream D&E Systems, LLC.	\$864.88	\$0.00	\$0.00	\$0.00	\$0.00	\$864.88	
Met-Ed	CLEC	CIN 12011 - Windstream KDL, AMEND Windstream KDL	8/11/2010		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Mon Power	CLEC	CIN 92005 - Windstream KDL, Windstream Temp Attach, Windstream KDL Name Change	7/16/2010	Windstream KDL, LLC.	\$4,495.15	\$0.00	\$0.00	\$0.00	\$0.00	\$4,495.15	
Ohio Edison	ILEC JU	CIN 51003 - Windstream Agmt 5-4-95(ALT), Windstream 95 JU Operating Routine(ALT)	5/4/1995	Windstream Ohio, LLC.	\$134,525.56	\$0.00	\$0.00	\$0.00	\$19,284.39	\$153,809.95	
Ohio Edison	CLEC	CIN 52013 - Windstream KDL, Windstream KDL 3-24-08(KDL), 2017 Amendment Windstream KDL (KDL), TAA Windstream KDL (KDL), Windstream 8-1-11 (WS1)	3/24/2008	Windstream KDL, LLC.	\$0.00	\$0.00	\$9,177.85	\$0.00	\$4,767.50	\$13,945.35	
Penelec	ILEC JU	CIN 21030 - Windstream Pennsylvania, LLC, Windstream 2015 MOU	1/1/2017	Windstream Pennsylvania, LLC.	\$438,928.00	\$0.00	\$0.00	\$0.00	\$33,069.92	\$471,997.92	
Penelec	CLEC	CIN 22007 - Windstream D&E Systems (Telebeam), Amendment 1 Windstream D&E Systems,	3/1/1999		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Penelec	CLEC	CIN 22004 - Windstream Comm (ALLTELComm)	12/1/1998		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Penn Power	ILEC JU	CIN 61016 - Windstream Corp, Mid Penn (Windstream-Alltel) 4-1-74 Agmt(API), Windstream Westford Area, Mid Penn (Windstream-Alltel) 4-1-74 Agmt(API)	4/1/1974	Windstream Pennsylvania, LLC.	\$24,658.75	\$0.00	\$0.00	\$0.00	\$2,293.42	\$26,952.17	
Penn Power	ILEC JU	CIN 61017 - Windstream Corp	4/1/1974	Windstream Pennsylvania, LLC.	\$40,597.70	\$0.00	\$0.00	\$0.00	\$6,117.46	\$46,715.16	
Penn Power	ILEC JU	CIN 61018 - Windstream Corp, Windstream Westford Area	4/1/1974	Windstream Pennsylvania, LLC.	\$7,000.04	\$0.00	\$0.00	\$0.00	\$1,020.04	\$8,020.08	
Penn Power	ILEC JU	CIN 61019 - Windstream Corp, Windstream Westford Area	4/1/1974	Windstream Pennsylvania, LLC.	\$7,918.42	\$0.00	\$0.00	\$0.00	\$1,143.70	\$9,062.12	
Penn Power	ILEC JU	CIN 61020 - Windstream Corp, Windstream Westford Area	4/1/1974	Windstream Pennsylvania, LLC.	\$6,014.72	\$0.00	\$0.00	\$0.00	\$811.14	\$6,825.86	
Penn Power	ILEC JU	CIN 61021 - Windstream Westford Area	4/1/1974	Windstream Pennsylvania, LLC.	\$57,560.42	\$0.00	\$3,588.00	\$0.00	\$7,352.27	\$68,500.69	
Penn Power	CLEC	CIN 62002 - Windstream KDL	7/13/2009	Windstream Pennsylvania, LLC.	\$6,119.36	\$0.00	\$0.00	\$0.00	\$567.46	\$6,686.82	
The Illuminating Company (CEI)	ILEC JO	CIN 71002 - ALLTEL Joint Pole Agreement 5-29-1928 (ALN), ALLTEL - Geneva Tel Supplement 7-1-1926 (ALN), ALLTEL-Kingsville Supplement 5-29-1928(ALN)	7/1/1926, 5/29/1928	Windstream Ohio, LLC.	\$0.00	\$10,034.54	\$0.00	\$843,700.34	\$0.00	\$853,734.88	
The Illuminating Company (CEI)	CLEC	CIN 72005 - Windstream KentuckyDataLink, Kentucky Data Link 5-30-08 (KDL), 2017 Amendment Windstream KDL (KDL)	5/30/2008	Windstream KDL, LLC.	\$903.22	\$619.16	\$0.00	\$0.00	\$0.00	\$1,522.38	
The Illuminating Company (CEI)	CLEC	CIN 72015 - Windstream Trunk (ALLTEL), Windstream Ohio 6-1-10(WIN)	6/1/2010	Windstream Ohio, LLC.	\$1,935.52	\$1,661.06	\$0.00	\$0.00	\$0.00	\$3,596.58	
The Illuminating Company (CEI)	CLEC	CIN 72010 - Windstream/CityS/Cav/Intell	2/3/2000		\$68,506.91	\$1,661.06	\$0.00	\$0.00	\$0.00	\$70,167.97	
Toledo Edison	ILEC JU	CIN 81002 - Windstream, Windstream-ALLTEL Joint Pole Agmt(ALN)	3/1/1989	Windstream Ohio, LLC.	\$5,276.40	\$0.00	\$0.00	\$0.00	\$586.53	\$5,862.93	
Toledo Edison	CLEC	CIN 82006 - Kentucky Data Link(KDL), 2017 Amendment Windstream KDL(KDL)	6/16/2008	Windstream KDL, LLC.	\$6,737.28	\$0.00	\$0.00	\$0.00	\$1,015.21	\$7,752.49	
Toledo Edison	CLEC	CIN 82010 - Intellifiber Networks	2/4/2002	Intellifiber Networks, LLC.	\$2,410.32	\$0.00	\$0.00	\$0.00	\$363.20	\$2,773.52	
West Penn Power	ILEC JO	CIN 101009 - Windstream (Brookville)	8/1/1966	Windstream Pennsylvania, LLC.	\$0.00	\$0.00	\$0.00	\$16,494.36	\$0.00	\$16,494.36	
West Penn Power	ILEC JO	CIN 101012 - Windstream-Alltel-South Penn	12/30/1988	Windstream Pennsylvania, LLC.	\$0.00	\$0.00	\$0.00	\$499,477.77	\$0.00	\$499,477.77	
West Penn Power	CLEC	CIN 102019 - Windstream - KDL	7/16/2010	Windstream KDL, LLC.	\$1,014.49	\$92.13	\$0.00	\$0.00	\$0.00	\$1,106.62	
					\$1,006,659.22	\$14,067.95	\$114,191.73	\$1,359,672.47	\$104,849.23	\$2,599,440.60	

Exhibit 2

Summary - FirstEnergy - Windstream - Post-Petition (2/25/2019 to present)							
Company	CLEC or ILEC JU/JO	Agreement	Agreement Effective Date	Debtor Filing Name	Post-Petition Total Joint Use Rental Due	Late Payment Charge	Total
Met-Ed	ILEC JU	CIN 11006 - Windstream - Conestoga Teleg Teleg	1/1/1967	Windstream Conestoga, Inc.	\$147,591.51	\$0.00	\$147,591.51
Met-Ed	ILEC JU	CIN 11009 - Windstream (Denver Ephrata)	1/1/1968	Windstream D&E, Inc.	\$1,505.03	\$0.00	\$1,505.03
Met-Ed	CLEC	CIN 12003 - Windstream D&E Systems, Amendment Windstream D&E Systems	9/1/1999	Windstream D&E Systems, LLC.	\$17,502.86	\$0.00	\$17,502.86
Met-Ed	CLEC	CIN 12009 - Windstream D&E Systems, Amendment Windstream D&E Systems	4/18/2005	Windstream D&E Systems, LLC.			
Met-Ed	CLEC	CIN 12011 - Windstream KDL, AMEND Windstream KDL	8/11/2010		\$7,744.86	\$0.00	\$7,744.86
Mon Power	CLEC	CIN 92005 - Windstream KDL, Windstream Temp Attach, Windstream KDL Name Change	7/16/2010	Windstream KDL, LLC.	\$0.00	\$0.00	\$0.00
Ohio Edison	ILEC JU	CIN 51003 - Windstream Agmt 5-4-95(ALT), Windstream 95 JU Operating Routine(ALT)	5/4/1995	Windstream Ohio, LLC.	\$0.00	\$0.00	\$0.00
Ohio Edison	CLEC	CIN 52013 - Windstream KDL, Windstream KDL 3-24-08(KDL), 2017 Amendment Windstream KDL (KDL), TAA Windstream KDL (KDL), Windstream 8-1-11 [NYS1]	3/24/2008	Windstream KDL, LLC.	\$27,202.88	\$0.00	\$27,202.88
Penelec	ILEC JU	CIN 21030 - Windstream Pennsylvania, LLC, Windstream 2015 MOU	1/1/2017	Windstream Pennsylvania, LLC.	\$186,287.06	\$0.00	\$186,287.06
Penelec	CLEC	CIN 22007 - Windstream D&E Systems (Telebeam), Amendment 1 Windstream D&E Systems.	3/1/1999		\$18,623.58	\$0.00	\$18,623.58
Penelec	CLEC	CIN 22004 - Windstream Comm (ALLTELComm)	12/1/1998		\$0.00	\$0.00	\$0.00
Penn Power	ILEC JU	CIN 61016 - Windstream Corp, Mid Penn (Windstream-Alltel) 4-1-74 Agmt(API), Windstream Westford Area, Mid Penn (Windstream-Alltel) 4-1-74 Agmt(API),	4/1/1974	Windstream Pennsylvania, LLC.	\$47,915.62	\$0.00	\$47,915.62
Penn Power	ILEC JU	CIN 61017 - Windstream Corp	4/1/1974	Windstream Pennsylvania, LLC.	\$34,480.24	\$0.00	\$34,480.24
Penn Power	ILEC JU	CIN 61018 - Windstream Corp, Windstream Westford Area	4/1/1974	Windstream Pennsylvania, LLC.	\$8,580.40	\$0.00	\$8,580.40
Penn Power	ILEC JU	CIN 61019 - Windstream Corp, Windstream Westford Area	4/1/1974	Windstream Pennsylvania, LLC.	\$7,615.99	\$0.00	\$7,615.99
Penn Power	ILEC JU	CIN 61020 - Windstream Corp, Windstream Westford Area	4/1/1974	Windstream Pennsylvania, LLC.	\$7,395.66	\$0.00	\$7,395.66
Penn Power	ILEC JU	CIN 61021 - Windstream Westford Area	4/1/1974	Windstream Pennsylvania, LLC.	\$77,826.71	\$0.00	\$77,826.71
Penn Power	CLEC	CIN 62002 - Windstream KDL	7/13/2009	Windstream Pennsylvania, LLC.	\$3,198.38	\$0.00	\$3,198.38
The Illuminating Company (CEI)	ILEC JO	CIN 71002 - ALLTEL Joint Pole Agreement 5-29-1928 (ALN), ALLTEL - Geneva Tel Supplement 7-1-1926 (ALN), ALLTEL-Kingsville Supplement 5-29-1928(ALN)	7/1/1926, 5/29/1928	Windstream Ohio, LLC.	\$0.00	\$0.00	\$0.00
The Illuminating Company (CEI)	CLEC	CIN 72005 - Windstream KentuckyDataLink, Kentucky Data Link 5-30-08 (KDL), 2017 Amendment Windstream KDL (KDL)	5/30/2008	Windstream KDL, LLC.	\$776.92	\$0.00	\$776.92
The Illuminating Company (CEI)	CLEC	CIN 72015 - Windstream Trunk (ALLTEL), Windstream Ohio 6-1-10(WIN)	6/1/2010	Windstream Ohio, LLC.	\$1,316.44	\$0.00	\$1,316.44
The Illuminating Company (CEI)	CLEC	CIN 72010 - Windstream/City5/Cav/Intell	2/3/2000		\$29,795.37	\$0.00	\$29,795.37
Toledo Edison	ILEC JU	CIN 81002 - Windstream, Windstream-ALLTEL Joint Pole Agmt(ALN)	3/1/1989	Windstream Ohio, LLC.	\$3,305.87	\$0.00	\$3,305.87
Toledo Edison	CLEC	CIN 82006 - Kentucky Data Link(KDL), 2017 Amendment Windstream KDL(KDL)	6/16/2008	Windstream KDL, LLC.	\$5,794.04	\$0.00	\$5,794.04
Toledo Edison	CLEC	CIN 82010 - Intellifiber Networks	2/4/2002	Intellifiber Networks, LLC.	\$2,078.84	\$0.00	\$2,078.84
West Penn Power	ILEC JO	CIN 101009 - Windstream (Brookville)	8/1/1966	Windstream Pennsylvania, LLC.	\$1,246.80	\$0.00	\$1,246.80
West Penn Power	ILEC JO	CIN 101012 - Windstream-Alltel-South Penn	12/30/1988	Windstream Pennsylvania, LLC.	\$0.00	\$0.00	\$0.00
West Penn Power	CLEC	CIN 102019 - Windstream - KDL	7/16/2010	Windstream KDL, LLC.	\$5,737.77	\$608.21	\$6,345.98
					\$643,522.83	\$608.21	\$644,131.04