

Stephen E. Hessler, P.C.
Marc Kieselstein, P.C.
Cristine Pirro Schwarzman
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

James H.M. Sprayregen, P.C.
Ross M. Kwasteniet, P.C. (admitted *pro hac vice*)
Brad Weiland (admitted *pro hac vice*)
John R. Luze (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed 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> , ¹	)	Case No. 19-22312 (RDD)
Debtors.	)	(Jointly Administered)

**NOTICE OF FILING OF REVISED PROPOSED FINAL ORDER
AUTHORIZING THE DEBTORS TO CONTINUE (I) TO OPERATE
THEIR CASH MANAGEMENT SYSTEM, HONOR CERTAIN
PREPETITION OBLIGATIONS RELATED THERETO, AND MAINTAIN EXISTING
BUSINESS FORMS AND (II) THEIR INTERCOMPANY TRANSACTIONS**

PLEASE TAKE NOTICE that on February 25, 2019, the above-captioned debtors and debtors in possession (the “Debtors”) filed the *Debtors’ Motion for Entry of Interim and Final Orders Authorizing the Debtors to Continue (I) to Operate Their Cash Management System, Honor Certain Prepetition Obligations Related Thereto, and Maintain Existing Business Forms and (II) Their Intercompany Transactions* [Docket No. 13] (the “Motion”).

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.



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PLEASE TAKE FURTHER NOTICE that on February 28, 2019, the Court entered the *Interim Order Authorizing the Debtors to Continue (I) to Operate Their Cash Management System, Honor Certain Prepetition Obligations Related Thereto, and Maintain Existing Business Forms and (II) Their Intercompany Transactions* [Docket No. 61].

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised proposed *Final Order Authorizing the Debtors to Continue (I) to Operate Their Cash Management System, Honor Certain Prepetition Obligations Related Thereto, and Maintain Existing Business Forms and (II) Their Intercompany Transactions* attached hereto as **Exhibit A** (the “Revised Proposed Order”).

PLEASE TAKE FURTHER NOTICE that a comparison between the Revised Proposed Order and order filed with the Motion is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek entry of the Revised Proposed Order at the hearing scheduled for 10:00 a.m., prevailing Eastern Time, on April 16, 2019, 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.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases 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: April 12, 2019
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.

Marc Kieselstein, P.C.

Cristine Pirro Schwarzman

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601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

- and -

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Chicago, Illinois 60654

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Facsimile: (312) 862-2200

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Exhibit A

Revised Proposed Order

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

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

**FINAL ORDER AUTHORIZING THE DEBTORS TO CONTINUE (I) TO
OPERATE THEIR CASH MANAGEMENT SYSTEM, HONOR CERTAIN
PREPETITION OBLIGATIONS RELATED THERETO, AND MAINTAIN
EXISTING BUSINESS FORMS AND (II) THEIR INTERCOMPANY TRANSACTIONS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”): authorizing the Debtors to continue to: (a) (i) operate their cash management system (the “Cash Management System”); (ii) honor certain prepetition obligations related thereto; and (iii) maintain existing business forms; and (b) honor Intercompany Transactions in the ordinary course of business on a postpetition basis and granting superpriority administrative expense status to postpetition Intercompany Transactions, all as more fully set forth in the Motion; and upon the First Day Declaration; 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 that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue

¹ The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, 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.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.

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

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 this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate 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 on a final basis as set forth herein.
2. The Debtors are authorized, in their sole discretion, to: (a) continue operating the Cash Management System, substantially as illustrated on Exhibit 1 attached hereto; (b) honor their prepetition obligations related thereto; and (c) continue to perform Intercompany Transactions consistent with historical practice, except as otherwise set forth herein.
3. The Debtors are further authorized, in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those Bank Accounts identified on Exhibit 2 attached hereto; (b) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (c) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (d) pay all Prepetition Bank Fees; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts and Payment Processing Programs, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts and Payment Processing Programs.

4. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided, however*, that the Debtors shall use their reasonable best efforts to affix "Debtor In Possession" to existing Business Forms and once the Debtors have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession"; *provided, further*, with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession."

5. The Banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession and the Banks and, with respect to the Chase Bank Merchant Services Program, Paymentech, are authorized to maintain, service, and administer the Payment Processing Programs, in each case without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. All banks provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, absent further direction from the Debtors.

7. The Debtors will maintain records in the ordinary course reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be ascertainable.

8. In the course of providing cash management services to the Debtors, each of the Banks at which the Bank Accounts are maintained is authorized (and Paymentech with respect to the Chase Bank Merchant Services Program), without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors (including, without limitation, the Payment Processing Programs), whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to, and take and apply reserves from, the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

9. Each of the Banks (and Paymentech with respect to the Chase Bank Merchant Services Program) is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; (c) all undisputed prepetition amounts outstanding of the date hereof, if any, owed to any Bank or Paymentech as service charges for the maintenance of the Cash Management System; and (d) all reversals, returns, refunds, and chargebacks of checks, deposited items, and other debits credited to Debtor's account after the

Commencement Date, regardless of the reason such item is returned or reversed (including, without limitation, for insufficient funds or a consumer's statutory right to reverse a charge).

10. Each of the Debtors' Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date and should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

11. The Debtors are authorized to open any new bank accounts or close any existing Bank Accounts as they may deem necessary and appropriate; *provided, however*, that (a) those certain existing deposit agreements between the Debtors and their existing depository and disbursement Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect; and (b) either the Debtors or the Banks (or Paymentech, with respect to the Chase Bank Merchant Services Program) may, without further order of this Court, and in consultation with the advisors to the Official Committee of Unsecured Creditors (the "Committee"), implement changes to the Cash Management Systems and procedures in the ordinary course of business pursuant to the terms of those existing deposit agreements, including, without limitation, the opening of new bank accounts and closing of Bank Accounts; *provided, further*, that such changes do not have a material adverse effect on the Debtors' estates; *provided, further*, that in the event the Debtors open a new bank account they shall open one at an authorized depository and shall timely indicate the opening of such account on the Debtors' monthly operating report and provide advance notice of the

opening of any new bank accounts or closing of any Bank Account to the U.S. Trustee and to the advisors to the Committee.

12. Nothing contained herein shall prevent the Banks (or, as applicable, their affiliates) from modifying or terminating any Bank Accounts, Payment Processing Programs, or related services in accordance with the agreements governing such accounts, programs or services.

13. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

14. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course; *provided, however*, that each Debtor shall: (a) continue to pay its own obligations consistent with such Debtor's past practice with respect to Intercompany Transactions and any related obligations, and in no event shall any of the Debtors pay for the prepetition or postpetition obligations incurred or owed by any of the other Debtors in a manner inconsistent with past practices; (b) maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on applicable intercompany accounts; (c) implement accounting procedures to distinguish between pre- and postpetition Intercompany Transactions; and (d) provide the advisors to the Committee with (i) reasonable access to such records, (ii) a summary on a monthly basis of any postpetition Intercompany Transactions involving the transfer of cash for the preceding month applicable to such report that shall include (A) the name of the Debtor transferor; (B) the name of the transferee; (C) the amount of the transfer; and (D) the purpose of the payment, and (iii) reasonable access to the Debtors' advisors with respect to such summary.

15. All postpetition payments from the Debtors to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded superpriority administrative expense status under section 503(b) of the Bankruptcy Code.

16. Notwithstanding anything to the contrary set forth herein, nothing in this Final Order shall waive, limit, or otherwise impair the right of the Committee to seek to recharacterize any Intercompany Claims as equity.

17. Notwithstanding the Court's authorization of postpetition Intercompany Transactions, nothing in this Final Order shall affect, limit or impair the right of any Debtor or party in interest (a) to challenge any particular Intercompany Transaction or type of Intercompany Transaction, or any particular Intercompany Claim or type of Intercompany Claim, or (b) to seek other relief with respect thereto, including, without limitation, with respect to Intercompany Transactions and Intercompany Claims relating to the Master Lease dated April 24, 2015, by and among CSL National, LP, the landlords party thereto and Windstream Holdings, Inc., as tenant, obligations thereunder, the assets subject thereto, or any claims arising in connection with any of the foregoing.

18. Notwithstanding the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

19. The Debtor may, and does, authorize each of Wells Fargo, Chase Bank, and Paymentech, in their respective capacities as cash management service providers, and Wells Fargo, Chase Bank, and Paymentech may, without the need for further order of this Court, hold or otherwise set aside an amount of funds reasonably necessary to cover outstanding items and potential reversals, returns, refunds, or chargebacks of checks, deposited items, and other debits

credited to Debtor's account and any fees and costs in connection therewith, and Wells Fargo, Chase Bank, and Paymentech shall each have a first-priority lien in such funds securing all cash management liabilities of Debtor owing to Wells Fargo, Chase Bank, or Paymentech, as the case may be (and including, with respect to Chase Bank and Paymentech, all liabilities and reserves arising in connection with the Chase Bank Merchant Services Program), such that (a) such interest in such funds shall be a permitted first-priority lien under any debtor-in-possession financing or cash collateral usage authorized in this case and (b) Wells Fargo, Chase Bank, and Paymentech may debit or setoff against such funds for any outstanding cash management liabilities owing to it in accordance with the existing deposit agreements and other cash management agreements between Debtor and Wells Fargo, Chase Bank, or Paymentech, as applicable. All payments to Wells Fargo, Chase Bank, and Paymentech authorized pursuant to this paragraph 19 and all Bank Fees shall be accorded superpriority administrative expense status pursuant to section 503(b) of the Bankruptcy Code.

20. Those certain existing deposit and service agreements between the Debtor and the Banks (and Paymentech, with respect to the Chase Bank Merchant Services Program) shall continue to govern the postpetition cash management relationship between the Debtor and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination, chargeback, and fee provisions, shall remain in full force and effect.

21. The Debtor and the Banks (and Paymentech, with respect to the Chase Bank Merchant Services Program) may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures in the ordinary course of business, except as expressly set forth herein, including, without limitation, the opening and closing of bank accounts.

22. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Bank Fees.

23. For the avoidance of doubt, the Debtors are authorized, but not directed, to continue using the credit cards issued under the Debtors' Bank of America employee credit card program (the "Purchase Card Program") and the Purchase Card Program in the ordinary course of business and consistent with prepetition practices, including by paying any obligations outstanding with respect thereto. The Debtors are further authorized, but not directed, to continue operating the collateral account ending in 5832, which serves as a collateral account for certain obligations under the Purchase Card Program, (the "Collateral Account") in the ordinary course of business in accordance with paragraph 3 of this Final Order. The terms and conditions of the prepetition Purchase Card Program shall remain in effect, the Collateral Account shall continue to secure all prepetition obligations with respect to the Purchase Card Program and the Collateral Account shall also secure all obligations with respect to the Purchase Card Program arising postpetition, without any additional documentation executed between the Debtors and Bank of America.

24. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a debtor entity; (b) a waiver of the rights of the Debtors or the Committee to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a

waiver or limitation of the Debtors' rights or the rights of any other Person 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.

25. The Debtors' time to comply with Bankruptcy Code section 345(b), to the extent necessary for any particular Bank Account, is hereby extended for a period of forty-five (45) days from the date of this Order; *provided, however*, that such extension is without prejudice to the Debtors' right to (a) request a further extension of such relief or the waiver of the requirements of Bankruptcy Code section 345(b), and (b) assert that any particular Bank Account complies with Bankruptcy Code section 345(b).

26. Notwithstanding anything in the Motion, the Interim Order, or this Final Order to the contrary, 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 and authorizations granted or approved hereunder, shall be subject in all respects to, as applicable: (i) the orders approving the Debtors' use of cash collateral and/or post-petition debtor-in-possession financing facilities (collectively, the "DIP Orders"); (ii) the other documentation governing the Debtors' use of cash collateral and postpetition financing facilities; and (iii) the Budget (as defined in the DIP Orders).

27. To the extent there is any inconsistency between the terms of any of the DIP Orders and this Final Order, the terms of the DIP Order (or DIP Orders, as applicable) shall control.

28. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

29. 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.

30. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

White Plains, New York
Dated: _____, 2019

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Management System Schematic

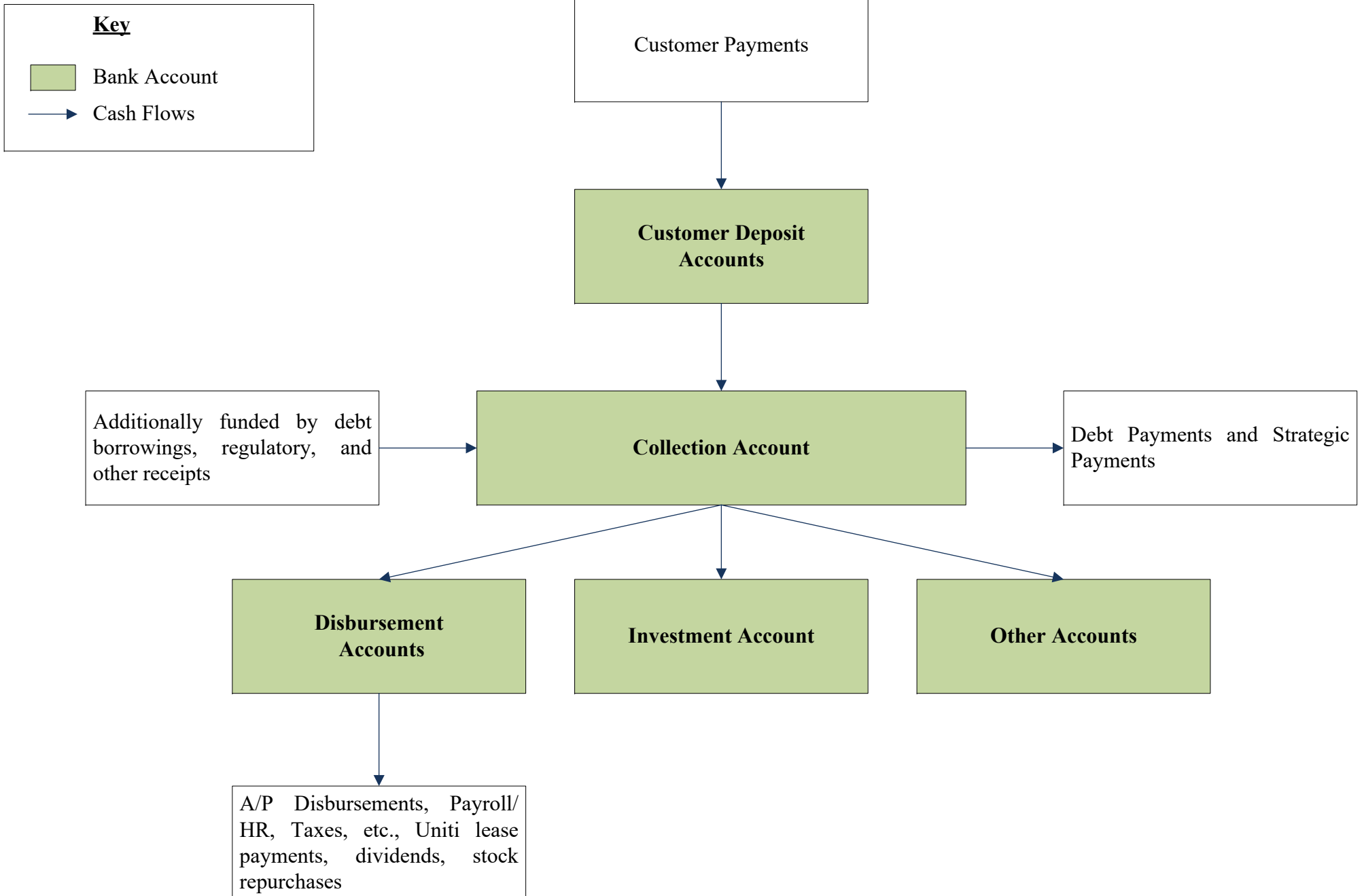


Exhibit 2

Bank Accounts

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type
1.	Windstream Services, LLC	Bank of America	6399	Customer Deposit
2.	Windstream Services, LLC	Bank of America	6412	Customer Deposit
3.	Windstream Standard LL	Bank of America	7781	Customer Deposit
4.	Windstream Georgia Communications LLC	Bank of America	1766	Customer Deposit
5.	Windstream Georgia Communications LLC	Bank of America	3834	Customer Deposit
6.	Windstream Georgia Communications LLC	Bank of America	7765	Customer Deposit
7.	Windstream Georgia Communications LLC	Bank of America	4507	Customer Deposit
8.	Windstream South Carolina, LLC	Bank of America	5525	Customer Deposit
9.	Windstream Communications, LLC	Bank of America	5586	Customer Deposit
10.	Windstream Services, LLC	Bank of America	5419	Customer Deposit
11.	Windstream Services, LLC	Bank of America	7948	Customer Deposit
12.	Windstream Services, LLC	Bank of America	8296	Disbursement
13.	Windstream Kentucky West, LLC	Bank of America	0597	Customer Deposit
14.	Windstream Kentucky West, LLC	Bank of America	0571	Customer Deposit
15.	EarthLink Business LLC	Bank of America	6429	Customer Deposit
16.	CTC Communications Corp	Bank of America	8396	Customer Deposit
17.	American Telephone Company LLC	Bank of America	1931	Customer Deposit

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type
18.	American Telephone Company LLC	Bank of America	2964	Other
19.	American Telephone Company LLC	Bank of America	9254	Disbursement
20.	D&E Management Services, Inc.	Bank of America	3288	Other
21.	PCS Licenses, Inc.	Bank of America	3291	Other
22.	PAETEC Communications, LLC	Bank of America	0882	Customer Deposit
23.	Windstream Communications, LLC	Bank of America	7820	Customer Deposit
24.	Windstream Communications Telecom, LLC	Bank of America	1529	Customer Deposit
25.	Windstream D & E Systems, LLC	Bank of America	0702	Customer Deposit
26.	Cavalier Telephone, LLC	Bank of America	7841	Customer Deposit
27.	Windstream Services, LLC	Bank of America	5875	Customer Deposit
28.	Windstream Holdings, Inc.	Bank of America	2369	Disbursement
29.	Windstream Services, LLC	Bank of America	2933	Disbursement
30.	Windstream Services, LLC	Bank of America	2941	Disbursement
31.	Windstream Services, LLC	Bank of America	1821	Customer Deposit
32.	Windstream Services, LLC	Bank of America	7973	Disbursement
33.	Windstream Services, LLC	Bank of America	1805	Collection
34.	Windstream Communications, LLC	Bank of America	6049	Customer Deposit
35.	Windstream Services, LLC	Bank of America	4885	Disbursement

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type
36.	Windstream Services, LLC	Bank of America	4919	Disbursement
37.	Windstream Services, LLC	Bank of America	5089	Disbursement
38.	Windstream Services, LLC	Bank of America	5309	Other
39.	Windstream Services, LLC	Bank of America	8985	Disbursement
40.	Windstream Services, LLC	Bank of America	4893	Disbursement
41.	Windstream Communications, LLC	Bank of America	0600	Customer Deposit
42.	Windstream Communications, LLC	Bank of America	1698	Customer Deposit
43.	Windstream Communications, LLC	Bank of America	1724	Customer Deposit
44.	Windstream Communications, LLC	Bank of America	1737	Customer Deposit
45.	Windstream Communications, LLC	Bank of America	3741	Customer Deposit
46.	Windstream Communications, LLC	Bank of America	1454	Customer Deposit
47.	Windstream Communications, LLC	Bank of America	1441	Customer Deposit
48.	Windstream Communications, LLC	Bank of America	1795	Customer Deposit
49.	Windstream Communications, LLC	Bank of America	5301	Customer Deposit
50.	Windstream Communications, LLC	Bank of America	5327	Customer Deposit
51.	Windstream Communications, LLC	Bank of America	5314	Customer Deposit

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type
52.	Windstream Communications, LLC	Bank of America	4239	Customer Deposit
53.	Windstream Nuvox, LLC	Bank of America	4998	Customer Deposit
54.	Windstream Services, LLC	Bank of America	6445	Disbursement
55.	Windstream Communications, LLC	Bank of America	1672	Disbursement
56.	American Telephone Company LLC	Bank of America	5933	Other
57.	Windstream Communications, LLC	Bank of America	4144	Customer Deposit
58.	MassCom, LLC	Chase Bank	1531	Other
59.	MassCom, LLC	Chase Bank	7509	Customer Deposit
60.	MassCom, LLC	Chase Bank	7517	Customer Deposit
61.	MassCom, LLC	Chase Bank	9872	Disbursement
62.	Windstream Kentucky West, LLC	Chase Bank	2757	Customer Deposit
63.	Windstream Kentucky West, LLC	Chase Bank	2773	Customer Deposit
64.	PAETEC Communications, Inc.	Chase Bank	3425	Customer Deposit
65.	Windstream Communications, LLC	Chase Bank	8972	Customer Deposit
66.	Windstream Communications, LLC	Chase Bank	6643	Customer Deposit
67.	Windstream Nuvox, LLC	Chase Bank	2808	Customer Deposit
68.	Windstream Nuvox, LLC	Chase Bank	8595	Customer Deposit
69.	Windstream Services, LLC	Chase Bank	8926	Customer Deposit

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type
70.	Broadview Networks Inc.	Citibank	1189	Other
71.	Broadview Networks Inc.	Citibank	2139	Other
72.	Broadview Networks Inc.	Citibank	2496	Investment
73.	Broadview Networks Inc.	Citibank	3268	Customer Deposit
74.	Broadview Networks Inc.	Citibank	3276	Customer Deposit
75.	Broadview Networks Inc.	Citibank	4481	Disbursement
76.	Bridgecom Solutions Group Inc.	Citibank	4529	Disbursement
77.	ARC Networks Inc.	Citibank	4678	Customer Deposit
78.	Broadview Networks Inc.	Citibank	5321	Other
79.	BridgeCom International Inc.	Citibank	5479	Customer Deposit
80.	Eureka Networks, LLC	Citibank	5978	Disbursement
81.	Broadview Networks Inc.	Citibank	7016	Other
82.	Broadview Networks Inc.	Citibank	8237	Other
83.	Eureka Networks, LLC	Citibank	8489	Customer Deposit
84.	Broadview Networks Inc.	Citibank	9378	Other
85.	XETA Technologies, Inc.	Commerce Bank	6094	Customer Deposit
86.	Windstream Communications, LLC	Commerce Bank	0382	Customer Deposit
87.	Windstream Georgia Comm. LLC	Exchange Bank	3349	Customer Deposit
88.	EarthLink Business, LLC	Fifth Third Bank	8741	Customer Deposit
89.	Windstream North Carolina, LLC	First Bank	0206	Customer Deposit

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type
90.	Windstream Ohio, LLC	First Central National Bank	2580	Customer Deposit
91.	Windstream Florida, LLC	First Federal Savings	7709	Customer Deposit
92.	Windstream Kentucky West, LLC	Forcht Bank	9736	Customer Deposit
93.	PAETEC Communications, LLC	HSBC	9204	Customer Deposit
94.	XETA Technologies, Inc.	M&T Bank	2912	Disbursement
95.	PAETEC Communications, LLC	M&T Bank	2501	Customer Deposit
96.	Windstream Montezuma, LLC	Montezuma State Bank	2082	Customer Deposit
97.	Broadview Networks, Inc.	RBC	1225	Disbursement
98.	Windstream Georgia, LLC	Regions Bank	2469	Customer Deposit
99.	Windstream Standard, LLC	Regions Bank	2442	Customer Deposit
100.	EarthLink Carrier LLC	Regions Bank	6708	Customer Deposit
101.	Deltacom, LLC	Regions Bank	6996	Customer Deposit
102.	Windstream Services, LLC	Security State Bank & Trust	0795	Customer Deposit
103.	Windstream North Carolina, LLC	SunTrust	4078	Customer Deposit
104.	Windstream New York, Inc.	SunTrust	9486	Customer Deposit
105.	Windstream Georgia, LLC	The Farmers Bank	818	Customer Deposit
106.	BOB, LLC	CIBC	0393	Customer Deposit
107.	Windstream Missouri, LLC	UMB	0464	Customer Deposit

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type
108.	Teleview, LLC	United Community Bank	4351	Customer Deposit
109.	Windstream Nebraska, Inc.	U.S. Bank	3936	Customer Deposit
110.	Windstream Services, LLC	U.S. Bank	9924	Customer Deposit
111.	Windstream Georgia Communications, LLC	Wells Fargo Bank	8115	Customer Deposit
112.	Windstream Services, LLC	Wells Fargo Bank	5700	Customer Deposit
113.	Windstream Nebraska, Inc.	Wells Fargo Bank	1370	Customer Deposit
114.	Windstream Communications, LLC	Wells Fargo Bank	5518	Customer Deposit
115.	Windstream Communications, LLC	Wells Fargo Bank	0269	Customer Deposit
116.	Windstream Communications, LLC	Wells Fargo Bank	3712	Customer Deposit
117.	D&E Management Services, Inc.	U.S. Bank	8333	Other
118.	Conestoga Management Services, Inc.	U.S. Bank	0195	Other
119.	Buffalo Valley Management Services, Inc.	U.S. Bank	0220	Other
120.	PCS Licenses, Inc.	U.S. Bank	3880	Other
121.	Conestoga Management Services, Inc.	Wells Fargo Bank	4247	Other
122.	Buffalo Valley Management Services, Inc.	Wells Fargo Bank	4234	Other
123.	Windstream Services, LLC	Bank of America	5832	Other
124.	Windstream Ohio, LLC	Park National	2092	Customer Deposit

Exhibit B

Blackline Against Proposed Order

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

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 19-22312 (RDD)
)

) ~~(Joint Administration~~
) Requested)(Jointly Administered)
)

**FINAL ORDER AUTHORIZING THE DEBTORS TO CONTINUE (I) TO
OPERATE THEIR CASH MANAGEMENT SYSTEM, HONOR CERTAIN
PREPETITION OBLIGATIONS RELATED THERETO, AND MAINTAIN
EXISTING BUSINESS FORMS AND (II) THEIR INTERCOMPANY TRANSACTIONS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”): authorizing the Debtors to continue to: (a) (i) operate their cash management system (the “Cash Management System”); (ii) honor certain prepetition obligations related thereto; and (iii) maintain existing business forms; and (b) honor Intercompany Transactions in the ordinary course of business on a postpetition basis and granting superpriority administrative expense status to postpetition Intercompany Transactions, all as more fully set forth in the Motion; and upon the First Day Declaration; 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 that this Court may enter a final order

¹ The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, 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.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.

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

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 this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate 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 on a final basis as set forth herein.
2. The Debtors are authorized, in their sole discretion, to: (a) continue operating the Cash Management System, substantially as illustrated on **Exhibit 1** attached hereto; (b) honor their prepetition obligations related thereto; and (c) continue to perform Intercompany Transactions consistent with historical practice, [except as otherwise set forth herein](#).
3. The Debtors are further authorized, in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those Bank Accounts identified on **Exhibit 2** attached hereto; (b) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (c) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (d) pay all Prepetition Bank Fees; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts and Payment Processing Programs, irrespective of whether

such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts and Payment Processing Programs.

4. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided, however*, that the Debtors shall use their reasonable best efforts to affix "Debtor In Possession" to existing Business Forms and once the Debtors have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession"; *provided, further*, with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession."

5. The Banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession and the Banks and, with respect to the Chase Bank Merchant Services Program, Paymentech, are authorized to maintain, service, and administer the Payment Processing Programs, in each case without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. All banks provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, absent further direction from the Debtors.

7. The Debtors will maintain records in the ordinary course reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be ascertainable.

8. In the course of providing cash management services to the Debtors, each of the Banks at which the Bank Accounts are maintained is authorized (and Paymentech with respect to the Chase Bank Merchant Services Program), without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors (including, without limitation, the Payment Processing Programs), whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to, and take and apply reserves from, the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

9. Each of the Banks (and Paymentech with respect to the Chase Bank Merchant Services Program) is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; (c) all undisputed prepetition amounts

outstanding of the date hereof, if any, owed to any Bank or Paymentech as service charges for the maintenance of the Cash Management System; and (d) all reversals, returns, refunds, and chargebacks of checks, deposited items, and other debits credited to Debtor's account after the Commencement Date, regardless of the reason such item is returned or reversed (including, without limitation, for insufficient funds or a consumer's statutory right to reverse a charge).

10. Each of the Debtors' Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date and should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

11. The Debtors are authorized to open any new bank accounts or close any existing Bank Accounts as they may deem necessary and appropriate ~~in their sole discretion~~; *provided, however,* that (a) those certain existing deposit agreements between the Debtors and their existing depository and disbursement Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect; and (b) either the Debtors or the Banks (or Paymentech, with respect to the Chase Bank Merchant Services Program) may, without further order of this Court, and in consultation with the advisors to the Official Committee of Unsecured Creditors (the "Committee"), implement changes to the Cash Management Systems and procedures in the ordinary course of business pursuant to the terms of those existing deposit agreements, including, without limitation, the opening of new bank accounts and closing of Bank Accounts; *provided, however* further, that such changes do not have a material adverse effect on the Debtors' estates; provided, further, that in the event the

Debtors open a new bank account they shall open one at an authorized depository; ~~provided, further, however, that the Debtors~~ and shall give timely indicate the opening of such account on the Debtors' monthly operating report and provide advance notice of the opening of any new bank accounts or closing of any Bank Account to the U.S. Trustee and to the advisors to the Committee.

12. Nothing contained herein shall prevent the Banks (or, as applicable, their affiliates) from modifying or terminating any Bank Accounts, Payment Processing Programs, or related services in accordance with the agreements governing such accounts, programs or services.

13. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

~~14. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course.~~

14. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course; provided, however, that each Debtor shall: (a) continue to pay its own obligations consistent with such Debtor's past practice with respect to Intercompany Transactions and any related obligations, and in no event shall any of the Debtors pay for the prepetition or postpetition obligations incurred or owed by any of the other Debtors in a manner inconsistent with past practices; (b) maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on applicable intercompany accounts; (c) implement accounting procedures to distinguish between pre- and postpetition Intercompany Transactions; and (d) provide the advisors to the Committee with (i) reasonable access to such records, (ii) a summary on a monthly basis of any postpetition

Intercompany Transactions involving the transfer of cash for the preceding month applicable to such report that shall include (A) the name of the Debtor transferor; (B) the name of the transferee; (C) the amount of the transfer; and (D) the purpose of the payment, and (iii) reasonable access to the Debtors' advisors with respect to such summary.

15. All postpetition payments from the Debtors to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded superpriority administrative expense status under section 503(b) of the Bankruptcy Code.

~~16. Notwithstanding the Debtors~~

16. Notwithstanding anything to the contrary set forth herein, nothing in this Final Order shall waive, limit, or otherwise impair the right of the Committee to seek to recharacterize any Intercompany Claims as equity.

17. Notwithstanding the Court's authorization of postpetition Intercompany Transactions, nothing in this Final Order shall affect, limit or impair the right of any Debtor or party in interest (a) to challenge any particular Intercompany Transaction or type of Intercompany Transaction, or any particular Intercompany Claim or type of Intercompany Claim, or (b) to seek other relief with respect thereto, including, without limitation, with respect to Intercompany Transactions and Intercompany Claims relating to the Master Lease dated April 24, 2015, by and among CSL National, LP, the landlords party thereto and Windstream Holdings, Inc., as tenant, obligations thereunder, the assets subject thereto, or any claims arising in connection with any of the foregoing.

~~17.~~ 18. Notwithstanding the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

~~18.~~19. The Debtor may, and does, authorize each of Wells Fargo, Chase Bank, and Paymentech, in their respective capacities as cash management service providers, and Wells Fargo, Chase Bank, and Paymentech may, without the need for further order of this Court, hold or otherwise set aside an amount of funds reasonably necessary to cover outstanding items and potential reversals, returns, refunds, or chargebacks of checks, deposited items, and other debits credited to Debtor's account and any fees and costs in connection therewith, and Wells Fargo, Chase Bank, and Paymentech shall each have a first-priority lien in such funds securing all cash management liabilities of Debtor owing to Wells Fargo, Chase Bank, or Paymentech, as the case may be (and including, with respect to Chase Bank and Paymentech, all liabilities and reserves arising in connection with the Chase Bank Merchant Services Program), such that (a) such interest in such funds shall be a permitted first-priority lien under any debtor-in-possession financing or cash collateral usage authorized in this case and (b) Wells Fargo, Chase Bank, and Paymentech may debit or setoff against such funds for any outstanding cash management liabilities owing to it in accordance with the existing deposit agreements and other cash management agreements between Debtor and Wells Fargo, Chase Bank, or Paymentech, as applicable. All payments to Wells Fargo, Chase Bank, and Paymentech authorized pursuant to this paragraph 19 and all Bank Fees shall be accorded superpriority administrative expense status pursuant to section 503(b) of the Bankruptcy Code.

~~19.~~20. Those certain existing deposit and service agreements between the Debtor and the Banks (and Paymentech, with respect to the Chase Bank Merchant Services Program) shall continue to govern the postpetition cash management relationship between the Debtor and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination, chargeback, and fee provisions, shall remain in full force and effect.

~~20.~~21. The Debtor and the Banks (and Paymentech, with respect to the Chase Bank Merchant Services Program) may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures in the ordinary course of business, except as expressly set forth herein, including, without limitation, the opening and closing of bank accounts.

~~21.~~22. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Bank Fees.

23. For the avoidance of doubt, the Debtors are authorized, but not directed, to continue using the credit cards issued under the Debtors' Bank of America employee credit card program (the "Purchase Card Program") and the Purchase Card Program in the ordinary course of business and consistent with prepetition practices, including by paying any obligations outstanding with respect thereto. The Debtors are further authorized, but not directed, to continue operating the collateral account ending in 5832, which serves as a collateral account for certain obligations under the Purchase Card Program, (the "Collateral Account") in the ordinary course of business in accordance with paragraph 3 of this Final Order. The terms and conditions of the prepetition Purchase Card Program shall remain in effect, the Collateral Account shall continue to secure all prepetition obligations with respect to the Purchase Card Program and the Collateral Account shall also secure all obligations with respect to the Purchase Card Program arising postpetition, without any additional documentation executed between the Debtors and Bank of America.

~~22.~~24. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the

validity of any prepetition claim against a debtor entity; (b) a waiver of the ~~Debtors'~~ rights of the Debtors or the Committee to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person 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.

~~23.~~25. The Debtors' time to comply with Bankruptcy Code section 345(b), to the extent necessary for any particular Bank Account, is hereby extended for a period of forty-five (45) days from the date of this Order; *provided, however*, that such extension is without prejudice to the Debtors' right to (a) request a further extension of such relief or the waiver of the requirements of Bankruptcy Code section 345(b), and (b) assert that any particular Bank Account complies with Bankruptcy Code section 345(b).

~~24.~~26. Notwithstanding anything in the Motion, the Interim Order, or this Final Order to the contrary, 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 and authorizations granted or approved hereunder, shall be subject in all respects to, as applicable: (i) the orders approving the Debtors' use of cash collateral and/or post-petition debtor-in-possession financing facilities (collectively, the "DIP Orders"); (ii) the other documentation governing the Debtors' use of cash collateral and postpetition financing facilities; and (iii) the Budget (as defined in the DIP Orders).

~~25.27.~~ To the extent there is any inconsistency between the terms of any of the DIP Orders and this Final Order, the terms of the DIP Order (or DIP Orders, as applicable) shall control.

~~26.28.~~ The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

~~27.29.~~ 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.

~~28.30.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

~~29.31.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

~~30.32.~~ This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

White Plains, New York
Dated: _____, 2019

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE