

Fill in this information to identify the case:

Debtor PAETEC Holding, LLC

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 19-22381

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>7121 Fairway Owner LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? 7121 Fairway Owner LLC NAI/Merin Hunter Codman, Inc. 1601 Forum Place Suite 700 West Palm Beach, Florida 33041, USA Contact phone <u>561-471-8000</u> Contact email <u>abrauner@mhcreal.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim? \$ <u>4,910.26</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Lease Guaranty</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> Basis for perfection: _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/19/2019
MM / DD / YYYY

/s/Jordan C. Paul
Signature

Print the name of the person who is completing and signing this claim:

Name Jordan C. Paul
First name Middle name Last name

Title Authorized Signatory

Company NAT/Merin Hunter Codman, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1601 Forum Place, Suite 700, West Palm Beach, Florida, 33401, USA

Contact phone 561-471-8000 Email abrauner@mhcreal.com



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

Debtor: 19-22381 - PAETEC Holding, LLC District: Southern District of New York, White Plains Division		
Creditor: 7121 Fairway Owner LLC NAI/Merin Hunter Codman, Inc. 1601 Forum Place Suite 700 West Palm Beach , Florida, 33041 USA Phone: 561-471-8000 Phone 2: Fax: Email: abrauner@mhcreal.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Lease Guaranty	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 4,910.26	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Jordan C. Paul on 19-Jun-2019 1:04:07 p.m. Eastern Time Title: Authorized Signatory Company: NAI/Merin Hunter Codman, Inc.		
Optional Signature Address: Jordan C. Paul 1601 Forum Place Suite 700 West Palm Beach, Florida, 33401 USA Telephone Number: 561-471-8000 Email: abrauner@mhcreal.com		

CLAIMANT: 7121 Fairway Owner LLC
DEBTOR: PAETEC Holding, LLC
Case No. 19-22381 (RDD)

1. The Debtor (formerly known as PAETEC Holding Corp.) has executed a guaranty (the "Guaranty") of the obligations of US LEC of Florida LLC (the "Affiliate") under a lease dated March 31, 2000, as amended from time to time (the "Lease"), pursuant to which Affiliate leases from Claimant certain premises located at 7121 Fairway Drive, Suite 101, Palm Beach Gardens, Florida 33418 (the "Premises"). A copy of the Guaranty is attached hereto. The Lease is lengthy and therefore a copy is not attached hereto. On information and belief, the Debtor has a copy of the Lease in its possession. However, Claimant will provide a copy of the Lease to the Debtor upon written request therefor.

2. As of the date of the Debtor's filing for relief under the Bankruptcy Code, the Debtor was liable to Claimant under the Guaranty for the liquidated amount of \$4,910.26 (the "Liquidated Claim"), together with all unliquidated and undetermined amounts due under the Lease, whether now existing or arising in the future including, without limitation, future damages if the Affiliate subsequently rejects the Lease (the "Unliquidated Claim" and, together with the Liquidated Claim, the "Claim"). A ledger showing the calculation of the Liquidated Claim is attached hereto.

3. Claimant reserves the right to (i) amend, modify or supplement this Claim from time to time for any permissible purpose including, without limitation, increasing the amount of the Liquidated Claim and/or substituting a liquidated amount for the amount of the Unliquidated Claim and (ii) file one or more additional proofs of claim.

4. In executing and filing this proof of claim, Claimant does not waive (i) any of its rights and remedies against the Affiliate or any other person or entity who may be liable for all or

part of the Claim, whether an affiliate or insider of the Debtor, or otherwise, (ii) any other claim (as defined in Section 101(5) of the Bankruptcy Code) against the Debtor, the Affiliate or under the Lease, (iii) any past, present or future defaults (or events of default) under the Lease; and (iv) any claim arising from the Affiliate's subsequent rejection of the Lease.

5. This Claim is in addition to, and does not amend or supersede, a separate claim filed by Claimant under the Lease against the Affiliate.

WPBDOCS 10005922 1

REAFFIRMATION AND MODIFICATION OF GUARANTY

The undersigned Guarantor joins in the execution of the Third Amendment to Lease Agreement to which this agreement is attached and specifically agrees as follows:

The undersigned Guarantor acknowledges that he has read and agrees to be bound by all of the terms of the Third Amendment to Lease Agreement.

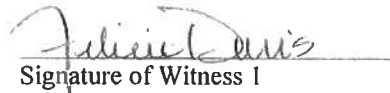
The undersigned Guarantor represents and warrants that it currently has no claims, offsets, or defenses whatsoever as to any of its obligations under the Guaranty executed by it in connection with the Lease.

The undersigned Guarantor restates, reaffirms, and confirms all of the terms and provisions of the Guaranty, including, but not limited to, all of the representations and warranties set forth in the Guaranty, all of which shall remain unmodified and in full force and effect, except that the Guaranty shall now include all amounts which may become due Lessor under the Lease, as modified by the Third Amendment to Lease Agreement, inclusive of the obligations under the Lease relating to the Expansion Space. The undersigned Guarantor guarantees payment of all such amounts in the manner and under the terms of the Guaranty.

LESSOR AND GUARANTOR KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GUARANTY AND THE LEASE

WITNESSES:


PAETEC HOLDING CORP., a Delaware corporation

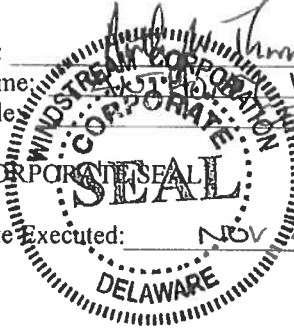

Signature of Witness 1

FELICIA DAVIS
Print name of Witness 1


Signature of Witness 2

Claudia M. Bremer
Print name of Witness 2

By: 
Name: W. Thomas
Title: VP
[CORPORATE SEAL]
Date Executed: NOV 4 2013





December 18, 2011

NAI Merin Hunter Codman for JP Morgan Chase
1601 Forum Place, Suite 200
West Palm Beach, FL 33401
Attn: Property Manager/Leasing Manager

Re: PAETEC (including any and all of its subsidiary companies) agreement for the leased or licensed premises at 7121 Fairway Drive - Suite 101, Palm Beach Gardens, FL

Dear Sir or Madam:

I am writing to inform you that, on December 1, 2011, Windstream Corporation ("Windstream") acquired PAETEC Holding Corp., and its subsidiaries via a merger of a wholly-owned Windstream subsidiary, Peach Merger Sub, Inc., with and into PAETEC Holding Corp. PAETEC Holding Corp. survived the merger and is now a wholly-owned subsidiary of Windstream Corporation, and its subsidiaries are indirect subsidiaries of Windstream Corporation.

This notification is being provided to you pursuant to the agreements currently in place between your firm and PAETEC Holding Corp. or its related subsidiaries.

Windstream is headquartered in Little Rock, Arkansas, and provides voice, broadband and entertainment services to customers. Windstream has approximately 3.2 million access lines and \$6 billion in annual revenues.

Other than the change in name and service addresses, the transactions resulted in no change to your current agreements, which continues in full force and effect. Effectively immediately, the new contact addresses related to the agreements are as follows:

1. All contractual correspondence relating to existing agreements should be sent to:

Windstream Communications, Inc.
4001 North Rodney Parham Road
Little Rock, AR 72212
Attn: Commercial Real Estate

2. With a copy to:

Windstream Communications, Inc.
Attn: Legal Department
4001 North Rodney Parham Road
Little Rock, AR 72212

If you have any questions or concerns please contact me at any of the methods below.

Sincerely,

Windstream Communications, Inc.
501.748.5486
rick.pruitt@windstream.com

GUARANTY

THIS IS A GENERAL GUARANTY WHICH IS ENFORCEABLE BY THE LESSOR, ITS SUCCESSORS AND ASSIGNS. THIS IS ALSO AN ABSOLUTE AND UNCONDITIONAL GUARANTY.

The undersigned (the "Guarantor") absolutely and unconditionally guaranties the prompt and full performance and observance by US LEC OF FLORIDA, LLC, d/b/a PAETEC BUSINESS SERVICES, a North Carolina limited liability company authorized to transact business in Florida, f/k/a US LEC OF FLORIDA, INC., a North Carolina corporation (the "Lessee"), and by its legal representatives, successors, and assigns, of all of the provisions to be performed by the Lessee under a Lease dated March 31, 2000, between 7121 FAIRWAY ACQUISITION COMPANY, a Delaware corporation authorized to transact business in Florida (the "Lessor"), and Lessee for space at Suite 101, 7121 Fairway Drive, Palm Beach Gardens, Florida, occurring on and after the Date of the Second Amendment to Lease Agreement. Guarantor represents and warrants that it has a direct financial interest in Lessee and that it has received substantial consideration in exchange for making this Guaranty.

This is a guaranty of payment and not collection and Lessor may proceed directly against Guarantor without first proceeding with any remedies against Lessee. This Guaranty shall not be impaired by, and Guarantor consents to, any modification, supplement, extension, or amendment of the Lease to which the parties to the Lease may hereafter agree. Presentment, notice, and demand on Lessee or Guarantor and subsequent dishonor are not conditions to proceeding against Guarantor.

In connection with any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys', paralegals', and legal assistants' fees and disbursements (including disbursements which would not otherwise be taxable as costs in the proceeding) and expert witness fees through and including all post-judgment and appellate levels.

Any legal action or proceeding arising out of or in any way connected with this Guaranty shall be instituted in a court (federal or state) located in the county in which the Premises are located, which shall be the exclusive jurisdiction and venue for litigation concerning this Guaranty. Lessor and Guarantor shall be subject to the jurisdiction of those courts. The execution of this Guaranty and performance of its obligations by Guarantor, for purposes of personal or long-arm jurisdiction, constitutes doing business in the State of Florida under Section 48.193, Florida Statutes. In addition, Lessor and Guarantor waive any objection that they may now or hereafter have to the laying of venue of any action or proceeding in those courts, and further waive the right to plead or claim that any action or proceeding brought in any of those courts has been brought in an inconvenient forum. All payments to be made by Guarantor under this Guaranty shall be payable at Lessor's office at JP Morgan Asset Management – Real Estate Investment Group, 245 Park Ave., 2nd Floor, Mail Code NY1-Q220, New York, NY 10167, Attention: Adi Mayan.

This Guaranty is a continuing guaranty that shall be effective as of the Date of the Second Amendment to Lease Agreement and shall remain effective following the Lease Term as to any surviving provisions that remain effective after the termination of the Lease. Guarantor's obligations under this Guaranty shall also continue in full force and effect after any transfer of the Lessee's interest under the Lease, during any renewals or extensions of the Lease Term, and during any holdover by Lessee after expiration of the Lease Term.

The liability of Guarantor under this Guaranty shall in no way be affected, modified, or diminished by reason of any of the following, regardless of whether Guarantor receives notice of them, all of which notices Guarantor expressly waives: (a) any assignment, renewal, modification, amendment, or extension of the Lease, or (b) any modification or waiver of or change in any of the terms, covenants, and conditions of the Lease by Lessor and Lessee, or (c) any extension of time that may be granted by Lessor to Lessee, or (d) any consent, release, indulgence, or other action, inaction, or omission under or in respect of the Lease, or (e) any dealings, or transactions, or matters between Lessor and Lessee that may cause the lease to terminate, including without limitation, any adjustment, compromise, deferral, waiver, settlement, accord and satisfaction, or release of Lessee's obligations under the Lease, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship, or similar proceeding affecting Lessee, or the rejection or disaffirmance of the Lease in any proceedings, whether or not notice of the proceedings is given to Guarantor.

For purposes of this Guaranty, on a default by Lessee under the Lease the entire balance of all forms of Rent due under the Lease for the remainder of the Lease Term may be declared to be forthwith due and payable as provided in the Lease notwithstanding any stay, injunction, or other prohibition preventing a similar declaration as against Lessee and, in the event of any such declaration by Lessor, all of the obligations (whether or not due and payable by Lessee) shall forthwith become due and payable by Guarantor under this Guaranty.

If Lessor assigns the Lease or sells the Project, Lessor may assign this Guaranty to the assignee or transferee, who shall thereupon succeed to the rights of Lessor under this Guaranty to the same extent as if the assignee were an original guaranteed party named in this Guaranty, and the same rights shall accrue to each subsequent assignee of this Guaranty. If Lessee assigns or sublets the Premises, the obligations of the Guarantor under this Guaranty shall remain in full force and effect.

From time to time, Guarantor, on not less than five days' prior notice, shall execute and deliver to Lessor an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to Lessor and any mortgagee or prospective mortgagee or purchaser of the Project. In addition, if requested, Guarantor shall provide any financial information concerning Guarantor that may be reasonably requested by any mortgagee or prospective mortgagee or purchaser of the Project.

If there is more than one Guarantor, the liability of each Guarantor shall be joint and several with all other Guarantors.

Guarantor authorizes Lessor to obtain credit reports and information regarding Guarantor from time to time in Lessor's discretion.

GUARANTOR:

Paetec Holdings Corp., a Delaware corporation

By:

Name:

Title:

Guarantor's address:

PAETEC
600 Willowbrook Office Park
Fairport NY 14450

Guarantor's FEI No. 56-2046424

Dated: Aug 17, 2009, 2009

STATE OF New York)
COUNTY OF Monroe) ss.:

The foregoing instrument was acknowledged before me this 17 day of August, 2009 by Pete Connolly, as VP of Finance of Paetec Holdings Corp., a Delaware corporation, who is personally known to me or who has produced MS Drivers License as identification.

OFFICIAL NOTARIAL SEAL:

Barbara A. Kellar

(type, print, or stamp name) BARBARA A. KELLAR
NOTARY PUBLIC

Notary Public, State of N.Y., Monroe Co.

My commission expires: My Commission expires October 31 2010

Commission No. .

Lease Ledger

Lease Information

Windstream Communications, Inc
Windstream Communications, Inc
4001 North Rodney Parham Road
Little Rock, AR, 72212

Date 06/10/2019
Lease Id t0003419
Property mh96703
Location 7121 Fairway Owner LLC
Assigned Space(s) 101, 104
Customer
ICS Code
Lease Type Office Net
Lease Term From 03/01/2000 To 07/31/2023
Lease Area 13,183(Gross Sqft)
Monthly Rent 27871.70
Office Phone
Fax No
E-Mail

Date	Description	Charges	Payments	Balance
	Balance Forward			8,252.10
01/01/19	CAM Recovery (01/2019)	9,741.67		17,993.77
01/01/19	Sales Tax for CAM Recovery (01/2019)	652.69		18,646.46
01/01/19	CAM Recovery (01/2019)	3,990.62		22,637.08
01/01/19	Sales Tax for CAM Recovery (01/2019)	267.37		22,904.45
01/01/19	Rent - Base (01/2019)	21,135.52		44,039.97
01/01/19	Sales Tax for Rent - Base (01/2019)	1,416.08		45,456.05
01/01/19	Rent - Base (01/2019)	6,736.18		52,192.23
01/01/19	Sales Tax for Rent - Base (01/2019)	451.32		52,643.55
01/04/19	ACH01042019		44,267.07	8,376.48
01/28/19	12/15/18-1/15/19 Electric Elect Rm 1st Floor	4,155.13		12,531.61
01/31/19	ACH013119		48,853.85	(36,322.24)
02/01/19	CAM Recovery (02/2019)	9,741.67		(26,580.57)
02/01/19	Sales Tax for CAM Recovery (02/2019)	652.69		(25,927.88)
02/01/19	CAM Recovery (02/2019)	3,990.62		(21,937.26)
02/01/19	Sales Tax for CAM Recovery (02/2019)	267.37		(21,669.89)
02/01/19	Rent - Base (02/2019)	21,135.52		(534.37)
02/01/19	Sales Tax for Rent - Base (02/2019)	1,416.08		881.71
02/01/19	Rent - Base (02/2019)	6,736.18		7,617.89
02/01/19	Sales Tax for Rent - Base (02/2019)	451.32		8,069.21
02/12/19	ACH021219		8,568.85	(499.64)
02/19/19	Electric Bill Back 1/22/19-2/19/19	5,409.90		4,910.26
0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
(499.64)	0.00	0.00	5,409.90	4,910.26